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CURRENT TOPICS.

NOW THAT so many of the judges of the Queen's Bench Division are away on circuit, and Lord Justice BOWEN is unable to take his seat in Court of Appeal No. 1, Lord ESHER and Lord Justice FRY are doing good service in helping to reduce the lists of the Queen's Bench Division. It is announced that the Court of Appeal No. 1 will not sit until further notice, except on Mondays.

DURING THE FIRST four days of this week Mr. Justice KAY has been taking a holiday, and Mr. Justice KEKEWICH has been, during his absence, dealing with a few urgent applications. It is understood that Mr. Justice KEKEWICH will be absent for four days commencing the 1st of March. It is not yet stated whether any of the other three chancery judges will adopt a similar course.

IN CONSEQUENCE of the proposed absence of Mr. Justice KEKEWICH, and the resulting freedom for a few days of the leaders of his bar, the hearing of several of the appeals from that judge, which would have come into the paper very shortly, has been postponed until the 5th of March.

ONE WOULD REALLY suppose, from some of the comments made on the appointment of Mr. J. C. LAWRANCE, Q.C., to the vacant judgeship, that membership of the House of Commons ought to be a disqualification for that office. To say, as one violently partizan daily journal has said, that Mr. LAWRANCE's "only conceivable claim is a political one," is simply to reveal either ridiculous ignorance, or something worse than ignorance, on the part of the scribe. Mr. LAWRANCE has been the leader of his circuit, he is a competent lawyer, particularly well versed in the administration of criminal law, possessed of experience, good sense, and shrewdness, and, withal, a gentleman to the core—kindly, courteous, and dignified. These are not despicable qualifications for a judicial office, and, although we cannot hail the appointment with any special satisfaction, we shall be greatly surprised if Mr. LAWRANCE does not prove an efficient judge.

WE REPORT elsewhere a decision upon a point of considerable importance arising out of the Remuneration Order. By schedule 2 of the order it is provided that 10s. shall be allowed for attendances in ordinary cases. In the recent case the claim comprised, amongst other charges for attendances, producing deeds for examination with abstract, for which there was charged 10s. an hour. The question arose in a common law action to recover conveyancing costs, and was referred to one of the chancery taxing masters, who decided, after consultation and in agreement with several other taxing masters, that the proper charge for production of deeds was 6s. 8d. an hour, that being the sum which before the Solicitors' Remuneration Act and Order was allowed, and being also

the sum which is allowed by the R. S. C. (Appendix N.), in conveyancing matters *in an action*. This decision was overruled by Mr. Justice A. L. SMITH, who has decided that 10*s.* an hour should be allowed for production of deeds not in an action. It seems to us that, having regard to *Stanford* v. *Roberts* (32 W. R. 404), any rules of the Supreme Court prescribing remuneration in conveyancing matters, whether in an action or not, are *ultrà vires*, since section 7 of the Solicitors' Remuneration Act provides that "as long as any general order under this Act is in operation, the taxation of bills of costs of solicitors shall be regulated thereby."

THE ATTORNEY-GENERAL accomplished his address to Mr. Justice FIELD on the whole extremely well, not the less so because he did not shirk allusion to the "friction" which sometimes occurred between the bench and the bar when the former was occupied by the retiring judge. But we think he ought hardly to have left Mr. Justice FIELD to explain the reason for this. The frank and touching statement of the learned judge—"I know I am very quick and impulsive in nature, and I think that I see things very readily, and I know that what I do see I must act upon, and the result has sometimes been what you described as 'friction,' and I very much fear that I have at times deserved the use of that term. But . . . I do not believe that I have earned the enmity of a single man at the bar; nay, more, I do not believe that there is a man at the bar who does not wish me well"—is, we believe, true in every word, and true, not only of the bar, but also of solicitors. Though the learned judge was irritable, and not always particularly careful in his remarks, practitioners know how to distinguish between a hasty temper and a malignant disposition. It is the latter only which is not forgiven. We are glad that at the end of his address the learned judge gave a very well deserved testimony. No one has had more experience of managing clerks, and he went out of his way to say that "a more trustworthy body of men there does not exist." It has very often occurred to us that there has been far too little public recognition of the ability, energy, and tact displayed by the members of the class referred to.

THE BILL "to amend the law relating to the winding up of companies in England and Wales" seems to be meant to transfer all the business in connection with the winding up of companies having their registered offices within the administrative County of London to the Bankruptcy Court. This is not, indeed, stated in so many terms, but clause 2 enables the Lord Chancellor to assign all matters in respect of which jurisdiction is given to the High Court by this Act "to such division of the High Court as the Lord Chancellor may direct," and further provides that such matters "shall be ordinarily transacted and disposed of by or under the direction of the judges of that division, or such of them as the Lord Chancellor may assign for that purpose." These words are substantially the same as those of section 94 of the Bankruptcy Act, 1883, with regard to bankruptcy business. Then the next following clause (3) adopts the language of section 97 of the same Act with regard to the transfer of proceedings. And, as we shall see subsequently, the object of the measure is to apply the bankruptcy procedure to the winding up of companies. But, for the present confining ourselves to the jurisdiction proposed to be given in winding up, the most startling novelty is the provision that, in cases where the company to be wound up has its registered office outside the administrative County of London, the petition for an order to wind up the company "may" be presented to the county court. It is true that section 81 of the Companies Act, 1862, enables the Chancery Division, when making an order for winding up, to direct all subsequent proceedings to be had in the court of bankruptcy having jurisdiction in the place in which the registered office of the company is situate; and that section 41 of the Companies Act, 1867, enables the Chancery Division to direct subsequent proceedings to be had in a county court; but these provisions have, we believe, been, in practice, dead letters. We gather that, although the words "*may* be presented" are used, the provision as to presenting the petition in the county court is intended to be obligatory. Apparently no power is given to a company outside London to present a petition to the High Court. It is subsequently provided that where the nominal capital of a company whose office is in London does not exceed £5,000, the petition for winding up is, unless the judge otherwise orders, to be transferred to a county court. We fail to understand why, if this provision is considered necessary, the limit is fixed so low; there can surely be few companies with a nominal capital under £5,000. It seems to us that if these provisions are carried into effect, the result will be to relieve the Chancery Division at the expense of the already overburdened county courts.

THE MOST IMPORTANT part of the Bill, however, is that which proposes to assimilate the law and procedure in the winding up of insolvent companies to the law and procedure in the bankruptcy of individual debtors. If we remember rightly, a scheme for bringing insolvent companies within the bankruptcy net has been propounded in one or more of the annual reports of the Board of Trade or the Inspector-General; and it is not difficult to see how tempting the fees resulting from the carrying into effect of such a proposal must appear to the Bankruptcy Department. The present Bill, which appears to be constructed mainly on the principle of never calling a spade a spade, provides on this point (clause 14) that "the Treasury may direct by whom and in what manner the same [fees] are to be collected and accounted for, *and to what account they are to be paid*." The words are the same as those of section 123 of the Bankruptcy Act, 1883, but then in that Act it was a matter clearly understood that the fees would go to the bankruptcy account. With regard to the conduct of the winding up, it is proposed that, on the order being made, "the prescribed officer of the court" shall, by virtue of his office, become the liquidator of the company, and "shall continue to be the liquidator thereof, unless and until some other person is appointed." This new variety of official liquidator is to summon a meeting of creditors of the company to determine whether application is to be made to the court to appoint a liquidator in his place, and whether a committee of inspection is to be appointed to act with the substituted liquidator, and to appoint such committee. Then there is to be "made out and submitted to the prescribed officer of the court a statement as to the affairs of the company in the prescribed form, verified by affidavit" of two directors and the secretary of the company, and shewing particulars of the assets, debts, and liabilities of the company; the names, residences, and occupations of the creditors of the company; the securities held by them respectively, the dates when the securities were respectively given, "and such further or other information as may be prescribed or as the officer may require." Next, the "prescribed officer" is to make a report to the court as to the manner in which the company was formed; the causes of failure of the company; whether any fraud has been committed in "the promotion or formation" of the company, or by any director or other officer of the company since the formation thereof; and whether further inquiry is desirable as to any matter relating to the promotion, formation, or failure of the company, or the conduct of the business thereof. The next thing one looks for is, of course, the public examination of the company; but since the company is, unfortunately for the scheme, unable to attend in person, provisions have to be substituted for those in the Bankruptcy Act. The court is to "consider" the report, and may, after such consideration, direct that "any person who has taken any part in the promotion or formation of the company, or has been a director or officer of the company," shall attend before the court and be publicly examined. The "prescribed officer" is to take part in the examination, and may employ a solicitor with or without counsel. Then clause 9 attempts to apply to the winding up the provisions of section 28 of the Bankruptcy Act, 1883, with regard to refusing or suspending the discharge of the bankrupt. But as there is a slight difference between a bankrupt, who wants a discharge in order to trade again, and a company which never intends to trade again, the provisions have to be considerably varied. The court is to be practically constituted a criminal court for the punishment of directors, promoters, and officers of the company. And, contrary to the ordinary rules of English criminal law, the prisoner is to be compelled to criminate himself, and the evidence on which the prisoner is to be convicted and fined is not necessarily to be given orally or to be evidence at all in any proper sense. The words of clause 9 are: "If it appears *from any report* on examination that any person has," &c. Thus the court

may act on the report alone; so that it will apparently be in the power of "the prescribed officer," by making it so to "appear from" his report, to inflict a fine at his sweet will on any director, promoter, or officer of a company. It is expressly provided that the report is to be *primâ facie* evidence of the statements therein contained. The offences to be punished by fine are six in number, but they are all coupled with the important qualification "*that loss or damage has been thereby caused to the company or to the creditors of the company.*" It is not very easy to see how loss or damage can be caused to a company or its creditors by a "false or misleading prospectus," though heavy loss may be caused to the shareholders. If we may speak plainly, the Bill appears to us to be a ridiculous attempt to fit provisions intended for one set of circumstances to an altogether different set of circumstances, and we venture to predict that, if it becomes law, both the delay and expense of winding up will be increased, while the sense of justice happily still prevalent on the bench will render the penal provisions nugatory.

On Thursday the question (never before actually decided) arose in Court of Appeal No. 2, in the case of *O'Shea* v. *O'Shea*, whether an appeal will lie from an order inflicting a punishment, either by fine or attachment, for a contempt of court in the nature of an offence against the court. Section 47 of the Judicature Act, 1873, provides that "no appeal shall lie from any judgment of the High Court in any criminal cause or matter, save for some error of law apparent upon the record, as to which no question shall have been reserved for the consideration of" the Court for Crown Cases Reserved. In the present case, which was a divorce suit by a husband, an article had been published in a newspaper which in effect charged the plaintiff, as Mr. Justice Butt said, "with bringing the suit, not for the purpose of vindicating himself, or obtaining that redress to which he is entitled, if the allegations in his petition are true, but for the purpose of assisting the *Times* and others in their attack on Mr. Parnell" (the co-respondent). A motion was made before Mr. Justice Butt, on behalf of the petitioner, to attach the person who was alleged to be responsible for the publication of the paper for contempt of court, on the ground that the article was calculated to prejudice the fair trial of the suit. Mr. Justice Butt held that a contempt of court had been committed, and he inflicted a fine of £100 on the respondent to the motion, and ordered him to pay the costs of the application as between solicitor and client. An appeal was presented, and, on the hearing of the appeal, the objection was taken that the order was made "in a criminal cause or matter," and that, therefore, the appeal would not lie. To this it was answered, that the order was made in the divorce suit, and not in any other independent proceeding, and that the true test whether an appeal would lie was, as Lord Justice Cotton said in *Reg.* v. *Barnardo* (37 W. R. 789, 23 Q. B. D. 305, 308), not whether "the act which originates the proceeding in which the order was made is a crime," but whether "the cause or matter in which the order was made is in the nature of a criminal proceeding." In that case the Court of Appeal held that an order for an attachment, for the purpose of compelling obedience to a writ of *habeas corpus*, was not an order "in a criminal cause or matter," and that, therefore, an appeal would lie. In the present case the court (Cotton, Lindley, and Lopes, L.JJ.) held that the contempt was in the nature of a crime, and that the proceeding in which the order was made was, not the divorce suit, but a separate and independent proceeding taken for the purpose of punishing the offender, and that, consequently, an appeal would not lie. The appeal, as Lord Justice Lindley said, was against a summary conviction for a criminal offence. We hope to give a fuller report of the case next week. It may be remembered that, in *Reg.* v. *Jordan* (36 W. R. 797), the Court of Appeal heard an appeal against the refusal of a divisional court to quash an order for committal for contempt of court made by a county court judge. The objection that there was no right of appeal was not, however, there taken by counsel, but after the appeal had been heard Lord Justice Lindley said, "It is doubtful whether this was not a criminal matter, upon which we could not have heard an appeal. At any rate, this must not be taken as a precedent for hearing such appeals." The point is now, however, definitely set at rest, so far as the Court of Appeal is concerned.

THE RULE-MAKING CADI.

Pending the introduction of the Land Transfer Bill, the Lord Chancellor has reintroduced his quaint Public Trustee Bill. Repeated applications to the Queen's Printers have failed to elicit a copy of the measure, which is stated to be in process of being reprinted; it is quite wonderful how long it takes to reprint so short a Bill. But since its author told the House of Lords on Monday that it was "practically what it was last year," we may probably assume that it is the very same old skeleton, intended to be clothed with flesh, at some subsequent period, by the Lord Chancellor. We suppose we shall find the provisions as to the functions, powers, and liabilities of the public trustee made subject, as before, to the rules to be made under the Act; the class of trusts which he is to accept, and the probate or letters of administration to be granted to him, to be regulated, as before, by an order to be made by the Lord Chancellor, "with the concurrence of the Treasury"; the circumstances under which the Consolidated Fund is to make good the frauds committed by the public trustee, or persons employed by him, to be, as before, "specified in rules under this Act"; the fees to be fixed, as before, by the Treasury, "with the sanction of the Lord Chancellor," and the old provision enabling the Lord Chancellor, "with the approval of the Treasury," to "make, revoke, and alter rules for regulating the office of the public trustee and carrying this Act into effect," and in particular with regard to six specified matters, which judiciously include certain matters with regard to which opposition is most likely to occur. We are not concerned at present, however, with the provisions of this very singular Bill; but, as affording an instance of rule-making absolutely run wild, it furnishes a suitable text for a few observations on the growth of a practice which threatens ultimately to concentrate in the Lord Chancellor a considerable part of the functions of the Legislature, and we propose to make a practical application of those observations.

The Lord Chancellor, who, as Sir Hardinge Giffard, Q.C., M.P. during the debate in the House of Commons on the R. S. C., 1883, took occasion to enter an emphatic protest against "this silent and secret mode of altering the law" by rules, has, since he took his seat on the woolsack, devoted every effort to extend and develop the practice to which, before his elevation, he had so strong an objection. And, no doubt, it is highly convenient, for the legislator who is in a hurry, to present a bare outline to Parliament, and request it to permit him, at his leisure, to fill in the sketch. It is also highly convenient, for the legislator who anticipates keen opposition in Parliament upon the details of a measure, to leave such details to be settled afterwards by himself by the "silent and secret mode" aforesaid. And, further, it is no doubt gratifying to be placed in the position of one of the estates of the realm, practically free from the control of any other estate. But to merely state these conveniences is surely to sufficiently condemn the practice. A legislator ought, before he introduces a measure, to know how he is going to work it out; it is in the highest degree unjust and unconstitutional to preclude opposition and discussion on points which may be of vital moment to the interests of the public or a class of the public; it is equally unconstitutional, and we may add extremely dangerous, to invest any official, however high may be his rank, with the power of legislation. If the official knows nothing personally of the subject-matter, it means intrusting legislation to unknown draftsmen; if the official is familiar with the subject, it means leaving absolute scope to his crotchets.

Now to apply these remarks. In the Land Transfer Bill of last year an almost endless variety of matters were left to be prescribed by rules to be made by the Lord Chancellor. The Council of the Incorporated Law Society, in their admirable "observations" on the Bill, took the trouble to set out in detail the greater part of those matters, adding a reference to the clause relating to each. *The matters enumerated actually number between sixty and seventy.* They comprise such things as the examination of title to be required on registration with an absolute title—surely, since this means registration with an indefeasible title, the nature of the examination to be made should be defined by Parliament; the conditions on which, and the evidence on production of which, a person obtaining ownership of land which passes otherwise than by transfer from the registered owner, or from his personal representatives, shall be registered, and the persons to whom

notice of application by such person to register shall be given; the evidence on which, and the conditions subject to which, any entry of a burden may be modified or cancelled; the modifications required to adapt the provisions of the Act to leaseholders; the evidence in support of an application for confirming a title, originally possessory only, and granting a qualified or an absolute or indefeasible title; the manner of service of notice of intention to apply that boundaries may be declared conclusive; the time during which a caution shall operate; and so forth. These matters, many of which are of vital importance, are to be settled by the Lord Chancellor. But it is conceivable that a Lord Chancellor may have spent a considerable part of his life in prosecuting or defending criminals; it is even possible that he may never have read a treatise on real property law, and that he may have had no practical acquaintance with the transfer of land. In that case it is obvious that these extremely important matters will have to be settled for him by some unknown person.

Then, again, the questions of "publication of information relating to transfers of land," and "the inspection of, and making copies of, or extracts from, any register or document in the custody of the Land Transfer Board" are left to be settled by the Lord Chancellor. It can hardly be supposed that landowners will be willing to intrust any official with the power of making that register a public document, so as to enable publication in trade lists of all mortgages and dealings with land. And, again, the fees to be paid to "examiners of title, surveyors, and others," and of course the office fees, are to be left to the same discretion. How is anyone to know that the measure will cheapen the transfer of land so long as these fees remain unknown?

But the rule-making power which mainly affects solicitors is the power to the Lord Chancellor to fix the costs and fees to be charged by or allowed to solicitors *or other persons* in or incidental to or consequential on the registration of land, or other registered transaction in relation to land or charges thereon, or any matters authorized to be registered in the Land Transfer Office, or any other matter required to be done for the purpose of carrying this Act into execution, or otherwise in discharge of the duties imposed by this or any other Act on the Land Transfer Board, with power to require those costs and fees to be payable by commission, percentage, or otherwise, and to bear a certain proportion to the value of the land registered, or to be determined on such other principle as may be thought expedient; the circumstances (if any) under which payment of any such costs or fees may be remitted, and the taxation of costs and the persons by and to whom costs are to be taxed and paid. That is to say, the whole question of the remuneration of solicitors in connection with land registration, is left to be settled by the person most interested in transferring their profits to the Land Registry Office.

We do not believe that either solicitors or the public have yet at all sufficiently understood the enormous scope of the powers proposed by the Land Transfer Bill to be conferred on the Lord Chancellor. Let solicitors at once study Appendix C. to the observations of the Council of the Incorporated Law Society, before referred to, and communicate the results of such study to every landowner they know.

THE PRESUMPTION OF DEATH.

III.

Evidence as to death at a given time within the seven years.—It is impossible to lay down a rule as to what is sufficient evidence that a man was alive or dead at a given time within the seven years; each case must depend on its own circumstances. Evidence on the following matters has been admitted:—

(1) Of the intention of the person, declared before leaving home, to return within a fixed time.

(2) Of the state of health of the person at the time of leaving home.

(3) Of the fact that the person sailed in a ship which was never heard of, and that the voyage was during the hurricane months.

(4) Of the fact that the person did not apply for dividends which formed his chief source of maintenance.

(5) Of the time when wild geese (on which people who died of starvation were proved to have lived) migrate to a certain place.

(6) Of the comparative age and strength of two persons who perished in the same expedition from hunger.

The following are the most important cases on the point: *Webster* v. *Birchmore* (13 Ves. 362), where it was proved that a person in very bad health left home with the intention of returning in six months, it was held that he must have died within five or six years; *Sillick* v. *Booth* (1 Y. & C. C. C. 117), where it was proved that a person sailed on the 19th of December from Demerara, during the hurricane season, in a ship which touched at Dominica on the 24th, and was never more heard of, it was held that he must have died before the 24th of January following; *Re Beasney* (L. R. 7 Eq. 498), where it was proved that a person who chiefly depended for his maintenance on the dividends of a small sum of stock which he punctually applied for, and squandered in dissipation as soon as received, was last seen in August, when he was in a very weakly condition, poorly clad, and suffering from pulmonary disease, and stated that he did not expect long to live, and that he was going to New York for the benefit of his health, and never applied for the October dividends, it was held that he died before the 14th of November; *Hickman* v. *Upsall* (L. R. 20 Eq. 136), where it was proved that a poor person who lived on small payments made for maintenance, sometimes quarterly sometimes monthly, received a payment in March, and that she immediately afterwards left her home, stating that she was going on a pedestrian tour, and never applied for the quarterly payment in June, it was held that she must have died soon after June. See the curious case of *Ommaney* v. *Stilwell* (23 Beav. 328), where the question was up to what time did one of the people who had perished in Sir J. Franklin's expedition survive; and evidence was admitted (1) of statements made by the Esquimaux to one of the search party, (2) of the opinion of an expert as to the time at which wild geese migrate to a particular spot, (3) of the relative youth and strength of a father and son.

In *Lakin* v. *Lakin* (34 Beav. 443), where a sailor left his ship at the end of 1849 or very early in 1850, and was not heard of again, it was held that if he was shewn to have intended to desert it could not be presumed that he was dead in May, 1850, but that if he intended to return to his ship it would be assumed that he was dead before May, 1850. On the other hand, in *Dowley* v. *Winfield* (14 Sim. 277), where a sailor, aged fifteen, ran away from his ship early in 1832, a fund was distributed on the presumption that he died before the 19th of September, 1833, on the person receiving it giving security to refund if it should be proved that this was not the case. In considering cases where it is alleged that a soldier or a sailor has deserted, it must be remembered that merely not returning from leave, or other unexplained absence, may cause a man to be entered as a deserter, though he may have actually died in the act of returning to his regiment or ship: see *Re Phené* (L. R. 5 Ch. 139), where a sergeant of Marines was entered as a deserter from his ship because he did not return at the expiration of his leave on the 16th of June, and he was presumed to have died before the 1st of January following.

Death by common catastrophe.—There is no presumption as to the survivorship of persons who perish by a common catastrophe, as by the foundering of a ship (*Barnett* v. *Tugwell*, 31 Beav. 232), or by being washed overboard by the same wave (*Wing* v. *Angrave*, 8 H. L. C. 183, s. c., *sub nom. Underwood* v. *Wing*, 19 Beav. 459, 4 De G. M. & G. 633). But slight evidence is sufficient to prove the fact of survivorship, as in *Broughton* v. *Randall* (Cro. El. 502), where, upon an issue to determine which was the survivor of a father and son who were hanged in the same cart, evidence was admitted that the son shook his legs. The reader will find the arguments in *General Stanwix's case* in Fearne's Posthumous Works well worthy of perusal, but it must be remembered that when those arguments were written the true doctrine — that a person claiming through a deceased person, who, if he had survived another, would have been the next of kin of the latter, must prove the fact of his having survived—had not been authoritatively laid down. It might be thought that in cases of this nature there would be a presumption (1) that they perish at the same instant, or (2) that one would survive the other owing to considerations arising from age, strength, or sex, but this is not the case.

The question treated of in the preceding paragraph has often

come before the courts in cases where the question was who was entitled to a grant of administration, and the principle above laid down has been adopted: see the cases collected Williams on Executors, pt. 3, bk. 3, ch. 2, s. 5.

Miscellaneous.—In *Bradshaw* v. *Toulmin* (2 Dick. 633) it was held that, where joint tenants die simultaneously, the estate remains in joint tenancy in their respective heirs. In *Wollaston* v. *Berkeley* (2 Ch. D. 213), where, by a marriage settlement, Consols, the property of the husband, were settled with an ultimate trust for the husband, and Portuguese bonds, the property of the wife, were settled with the usual ultimate trusts, and both husband and wife perished in the same shipwreck, and the ultimate trusts took effect, it was held that the property settled belonged to the legal personal representatives of each settlor.

In some cases where it was uncertain whether a person was alive or dead, property has been handed to the person who would be entitled to it if the missing person were dead, on his giving security to refund it if he should be alive: *Dowley* v. *Wingfield* (14 Sim. 277), *Cuthbert* v. *Purrier* (2 Phil. 199), *Re Mileham* (15 Beav. 507).

To recapitulate—

1. If it is proved that a person was once alive, the burden of proof is on the person who asserts that he is dead.

This rule is subject to two exceptions—

(1) A remainderman, &c., may call for the production of the *cestui que vie* in the cases provided for in 12 Anne, c. 18.

(2) After the lapse of seventy years from the time when an adult was shewn to be alive, the burden of proof is on the person who asserts that he is alive.

2. Where a person has been continuously absent from home for seven years without having been heard of, or, in other words, where, on inquiry in the places in which, and from the persons by whom, a person is most likely to be heard of, it appears that nothing has been heard of him for seven years—

(1) He will be presumed to have died within the seven years, so that the person who alleges that he is dead at any time after the seven years, need not prove it.

(2) The person who alleges that he was alive or dead at any particular instant within the seven years, must prove it.

3. Where two or more persons perish by a common catastrophe, the person who alleges that one of them died before or after the other must prove it

CORRESPONDENCE.

THE ROYAL COURTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read in your issue of this week the remarks on page 263 respecting the absence of any room in the Royal Courts of Justice for the accommodation of persons who may be suddenly seized with illness.

May I ask you to draw attention in THE SOLICITORS' JOURNAL to a far more important fact—namely, that (so far as I am aware) there is not throughout the whole of the judges' chambers and other offices a urinal for the use *of the public*?

It is almost inconceivable that the gifted persons who were responsible for the building of the courts should have overlooked such absolute necessities as urinals for public use in a building frequented daily by hundreds of persons, some of whom have often to wait upwards of two hours in the chief clerk's chambers, and whose appointments would be passed over were they to visit the only urinal in the whole building that I know of which is accessible to the public—namely, that in the corridor of the courts near Queen's Bench Courts 2 and 3, about a quarter of a mile from some of the chief clerk's rooms.

I am aware that there is accommodation for the *officials*, but these rooms, alas! are always locked. A SUFFERER.

Feb. 21.

Mr. J. C. Lawrance, Q.C., took the oaths and was sworn in as a judge of the High Court on Tuesday before the Lord Chancellor at the House of Lords.

CASES OF THE WEEK.

Court of Appeal.

BUTLER *v.* BUTLER—No. 2, 26th February.

HUSBAND AND WIFE—DIVORCE SUIT—COSTS—DISCRETION OF COURT—RIGHT OF APPEAL—WIFE'S COSTS OF UNSUCCESSFUL SUIT—COSTS OF INTERVENTION OF QUEEN'S PROCTOR—20 & 21 VICT. C. 85, S. 51—41 & 42 VICT. C. 19, S. 2—JUDICATURE ACT, 1873, S. 49.

In this case a question arose as to the right of appeal against an order refusing to allow a wife the costs of her unsuccessful petition for a divorce and of the intervention of the Queen's Proctor. On the trial of the suit a decree *nisi* was made for dissolution of the marriage, and it was ordered that the husband should pay the wife's costs of the suit. The husband had previously, under orders of the court, paid £90 into the registry as security for the wife's costs. Before the decree *nisi* could be made absolute, the Queen's Proctor intervened, alleging adultery by the wife, and also collusion on her part. The case was tried again with a jury, and they found that the wife had been guilty of collusion at the first trial, but they did not agree as to the charge of adultery. Butt, J., thereupon made an order rescinding the decree *nisi*. The husband had, under an order of the court, paid £50 into the registry as security for the wife's costs of the Queen's Proctor's intervention. The Court of Appeal affirmed the order of Butt, J., rescinding the decree *nisi*. The wife then applied to the court for payment out of the money deposited in court by the husband in part payment of her costs. Butt, J., refused the application. He was of opinion that the original order for payment of the wife's costs of the decree *nisi* fell when that decree was rescinded. And he was also of opinion that, as the wife had been guilty of collusion, she ought not to be allowed her costs either of the decree or of the intervention of the Queen's Proctor, which was occasioned by her own collusion. Section 51 of the Divorce Court Act of 1857 (20 & 21 Vict. c. 85) provides: "The court, on the hearing of any suit, proceeding, or petition under this Act, . . . may make such order as to costs as to such court may seem just; provided always that there shall be no appeal on the subject of costs only." By section 2 of the Matrimonial Causes Act, 1878 (41 & 42 Vict. c. 19) "When the Queen's Proctor or any other person shall intervene or shew cause against a decree *nisi* in any suit or proceeding for divorce, or for nullity of marriage, the court may make such order as to the costs of the Queen's Proctor, or of any other person who shall intervene or shew cause as aforesaid, or of all and every party and parties thereto, occasioned by such intervention or shewing cause as aforesaid, as may seem just." Section 49 of the Judicature Act, 1873, provides that "no order of the High Court of Justice, or any judge thereof, as to costs only, which by law are left to the discretion of the court, shall be subject to any appeal, except by leave of the court or judge making such order." No leave to appeal had been given in the present case. On the appeal it was argued that the orders for payment into court by the husband, and the order upon the decree *nisi*, had established the right of the wife to costs, and that the payment out of the money deposited to her was a mere carrying out of those orders; that the order for costs made upon the decree *nisi* did not necessarily fall when that decree was rescinded; that the practice of the Divorce Court had always been to order the husband to pay the wife's costs, even when she was unsuccessful, unless her solicitor had been guilty of misconduct in the suit, because, unless a wife had separate estate, she would otherwise have no means of procuring the assistance of a solicitor in divorce proceedings. And it was argued that at any rate the costs of the intervention of the Queen's Proctor stood on a different footing from the other costs.

THE COURT (COTTON, LINDLEY, and LOPES, L.JJ.) affirmed the decision, on the ground that there was no right of appeal. COTTON, L.J., thought it unnecessary to found his decision upon section 51 of the Act of 1857. Section 49 of the Judicature Act was sufficient for the purpose. The orders for payment of money into court by the husband did not give the wife any right to costs; the payment was only intended as security for such costs as the court might ultimately hold that the wife was entitled to. The order made at the time of the decree *nisi*, that the husband should pay the wife's costs, was not a separate order, but was part of the decree, and when the decree *nisi* was rescinded the whole thing dropped, and that part of the decree which gave the wife her costs went with the rest of it. When he rescinded the decree *nisi* the judge might, if he had thought fit, have kept alive the order as to costs, but he did not. In his lordship's opinion the costs were in the discretion of the judge, and, therefore, section 49 of the Judicature Act prevented this court from entertaining the appeal as regarded the costs of the wife up to the decree *nisi*. Several cases, such as *Whitmore* v. *Whitmore* (L. R. 1 P. & D. 96), had been relied on. But those were cases in which the decree *nisi* had not been rescinded, and the question was what the judge ought to do about the costs when he was rescinding the decree *nisi*. In *Gladstone* v. *Gladstone* (L. R. 3 P. & D. 260) it was held that the wife was entitled to enforce an order for costs which she had obtained on the making of a decree *nisi* for dissolution, notwithstanding that the Queen's Proctor had since intervened, alleging collusion and adultery on her part, his allegations not having been yet tried. These cases had no bearing on the point now raised, though they would have been very important when the question of rescission was before Butt, J. It was said that these costs were not in the discretion of the judge. But in *Jones* v. *Jones* (L. R. 2 P. & D. 333) the full Court of Appeal held that, notwithstanding the old practice of the ecclesiastical courts, the Divorce Court Act left the wife's costs of divorce proceedings in the discretion of the Divorce Court. That case shewed that in the other cases relied on it was not intended to say that the wife had an absolute right to her costs,

but only that, as a general rule, she would get her costs, unless she or her solicitor had been guilty of misconduct in the suit. In *Robertson* v. *Robertson* (6 P. D. 119) the objection was not taken that an appeal would not lie. And, moreover, the point there was that, where an order was made giving the wife her costs, the costs were not necessarily limited to the amount for which the husband had given security. In his lordship's opinion the costs of the Queen's Proctor's intervention stood in the same position as the other costs; they were equally in the discretion of the judge. Section 2 of the Act of 1878 made no difference. It had been contended that the wife's solicitor had an independent right. No doubt the court had considered the question whether a wife would be able to obtain professional assistance if she could not recover her costs from her husband, but that did not give the solicitor any independent right. The judge had clearly exercised his discretion in the present case, on the ground that the wife's conduct had disentitled her to costs, and no appeal would lie. LINDLEY, L.J., thought that section 51 of the Act of 1857 applied to all the costs down to the decree *nisi*, but not to the costs of the intervention of the Queeen's Proctor. But those costs were in the discretion of the judge, and section 49 of the Judicature Act prevented an appeal. The court had no power to say that a discretion given by statute should always be exercised in a particular way, and his lordship did not think that, in *Flower* v. *Flower* (L. R. 3 P. & D. 132), the Judge Ordinary intended to lay down any such rule. LOPES, L.J., concurred.—COUNSEL, *Stevenson; C. A. Middleton; Blackwell.* SOLICITORS, *Clinton & Buckley; Goldring, Mitchell, & Co.; The Queen's Proctor.*

High Court—Chancery Division.

BANNISTER *v.* M'DONALD—Kay, J., 20th February.

PRACTICE—OFFICIAL REFEREE—POWER OF REFEREE TO DIRECT ENTRY OF JUDGMENT—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 57—JUDICATURE ACT, 1884 (47 & 48 VICT. c. 61), s. 9—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49) ss. 14, 26—R. S. C., XXXVI., 50, 52a.

This action was brought to restrain the defendant from interfering with the plaintiff's right to light and air, and after the plaintiff had opened his case,

KAY, J., said that it was a matter requiring local investigation, and he should send it to the official referee. His lordship added that the official referee would have power to direct that judgment be entered. In the recent case of *Serle* v. *Pardell* (*ante*, p. 212) it was assumed that the Arbitration Act of 1889 had taken away from official referees the power to enter judgment. That was not so. In that case his attention had not been called to ord. 36, r. 50, which provided that the referee should have the same power to direct that judgment be entered for any or either party as a judge of the High Court. That rule had not been repealed by the Act of 1889. Section 9 of the Judicature Act, 1884, which gave the referee power to deal with costs, and also mentioned his power to enter judgment, was repealed by the Act of 1889, and re-enacted without any reference to the power to direct entry of judgment. But the referee did not derive his power to enter judgment from the Act of 1884, but from the Judicature Act of 1873. Ord. 36, r. 50, had been made under the Act of 1873, and had been kept alive by the recent rule 52a of the same order. The referee's power to direct that judgment be entered had not been abolished. It was perfectly easy for any dissatisfied party before entry of judgment to give notice to review the findings, and if judgment were entered before he could do that, he could go straight to the Court of Appeal.—COUNSEL, *Renshaw*, Q.C., and *E. Beaument; Marten*, Q.C., and *R. Nevill.* SOLICITORS, *Bannister, Williams, & Ram; H. M. Wetherfield.*

HART *v.* COLLEY—North, J., 25th February.

TRADE-MARK—REGISTRATION—INFRINGEMENT—REGISTRATION FOR ONE CLASS OF GOODS—USE FOR ANOTHER CLASS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, ss. 62, 65, 70, 77.

This action was brought to restrain the defendant from using the plaintiff's registered trade-mark, and a question was raised (which appears to have been never previously directly decided)—viz., whether a person, who has registered a trade-mark in respect of one class of goods, is entitled to complain of its use by another person in respect of another class of goods for which it has not been registered. The plaintiff sold perforated toilet paper in rolls. The defendant was engaged in a similar business. In May, 1883, the plaintiff registered a trade-mark under the Trade-Marks Act of 1875, which was then in force. The registration was made in respect of the class of goods No. 6 in the first schedule to the rules under the Trade-Marks Act of 1875—that is, "machinery of all kinds and parts of machinery, except agricultural machines included in class 7." Paper is included in class 39, there being altogether fifty classes. In the plaintiff's application for the registration, he described the article for which the trade-mark was to be used as "a toilet requisite, being a machine to hold a reel of perforated paper." By his statement of claim the plaintiff alleged that "the defendant has, prior to the issue of the writ in this action and since the registration, sold large quantities of perforated paper contained in wrappers, and has issued large numbers of circulars and advertisements, whereon there was printed the registered trade-mark of the plaintiff." And the plaintiff claimed an injunction to restrain the defendant from continuing to infringe his registered trade-mark. By his statement of defence the defendant said that, if he had at any time used in his business marks similar to the plaintiff's mark (which the defendant did not admit), "then the defendant says that the plaintiff's alleged trade-mark is registered for a different class of goods from those mentioned in the statement of claim." And in particulars of defence delivered by the defendant he said that "the trade-mark is registered in the class for iron, and not in respect of paper articles, the subject-matter of this action." The plaintiff did not actually apply his trade-mark to or mark it upon the machine, but he placed it upon the wrappers in which the rolls of paper were sold. The rolls, though intended to be used with the machine, were sold separately from it, because, when one roll had been used up, a fresh one could be easily placed in the machine. The defendant had placed the mark on the wrappers of the rolls of paper which he sold. The plaintiff also claimed relief on the ground that the defendant had represented his goods to be those of the plaintiff.

NORTH, J., held that the plaintiff could not maintain the action so far as it related to the trade-mark. The difficulty which had been raised as to the registration appeared to his lordship insuperable. The plaintiff had registered his mark only in class 6, and he did not complain of the use of the mark by the defendant in that class. It had been argued that, when a man had registered his mark, he was entitled to sue anyone who used it for any purpose, and reliance was placed on section 77 of the Act of 1883, which corresponded to section 1 of the Act of 1875, and provided that "a person shall not be entitled to institute any proceeding to prevent, or to recover damages for, the infringement of a trade-mark, unless, in the case of a trade-mark capable of being registered under this Act, it has been registered in pursuance of this Act, or of an enactment repealed by this Act." It was true that the plaintiff could not sue at all unless he registered under the Act, but there was nothing in the section saying that the registration entitled the proprietor of the mark to sue for infringement in respect of every class of goods. The section was only negative, imposing registration as a condition precedent to the right to sue. What, then, was the registration under the Act? Section 65 of the Act of 1883, which corresponded to section 2 of the Act of 1875, provided that "a trade-mark must be registered for particular goods or classes of goods." A general registration, therefore, in respect of all classes of goods would not be effectual. Then section 62 of the Act of 1883 provided that the application for registration "must state the particular goods or classes of goods in connection with which the applicant desires the trade-mark to be registered." That pointed to goods or classes of goods, and the forms scheduled to the rules corresponded with this. Then section 70, which corresponded to part of section 2 of the Act of 1875, provided that "a trade-mark when registered shall be assigned and transmitted only in connection with the goodwill of the business concerned in the particular goods or classes of goods for which it has been registered, and shall be determinable with that goodwill." His lordship could not see what was the object of requiring that a trade-mark should be registered in respect of particular goods or classes of goods, if a man, by registering in one class, would acquire the right to sue for infringement in respect of every class. He thought that the express object was to limit the right to sue to that class of goods in respect of which the registration was made. This view was confirmed by the rule known as the "Three Marks Rule," that not more than three old marks should be registered in respect of any particular goods or description of goods. It would have been useless to lay down such a rule, if a person who had registered a mark for another description of goods was entitled to sue in respect of the use of that mark for every other description of goods, including those for which the three marks were registered. And the common practice had certainly been in accordance with his lordship's view of the effect of registration. He was surprised to find that this point had never yet been directly decided. But in *Edwards* v. *Dennis* (30 Ch. D. 454) observations were made by the judges of the Court of Appeal which went far in this direction. In that case it was held that, if a trade-mark was used for some only of the goods comprised in a particular class, though it was registered in respect of the whole class, the proprietor could sue for infringement only in respect of those goods for which he actually used the mark. If that were so, it would be absurd to say that a man, who could not sue for infringement in respect of the other goods in the same class, was entitled to sue in respect of all the goods comprised in all the other forty-nine classes. That decision was, *a fortiori*, in favour of the view that a man, who had registered in one class of goods only, could not sue in respect of the other classes. In his lordship's opinion a man who had registered a mark for all the goods comprised in one class could not sue in respect of the goods comprised in the other classes, but only in respect of goods comprised in that class for which he had registered. The plaintiff charged the defendant with selling rolls of paper contained in wrappers on which was printed the plaintiff's registered trade-mark. Paper was included in class 39, and the plaintiff, not having registered his mark for that class, was not entitled to sue the defendant in respect of a use of the mark for goods included in that class. There had been no registration in accordance with the Act as regarded the goods for which the defendant was using the mark.—COUNSEL, *Cozens-Hardy*, Q.C., and *J. C. Graham; Aston*, Q.C., and *Roger W. Wallace.* SOLICITORS, *Linklater, Hackwood, & Co.; Trueflitt & Gane.*

COLLEY *v.* HART—North, J., 19th February.

PATENT—ACTION TO RESTRAIN THREATS OF LEGAL PROCEEDINGS AGAINST INFRINGERS—ACTION BY PATENTEE FOR INFRINGEMENT—PROSECUTION WITH "DUE DILIGENCE"—DISCONTINUANCE—PATENTS ACT, 1883, s. 32.

In this case an important and novel question arose on the construction of section 32 of the Patents Act, 1883, which provides that, "Where any person, claiming to be the patentee of an invention, by circulars, advertisements, or otherwise threatens any other person with any legal proceedings or liability in respect of any alleged manufacture, use, sale, or purchase of the invention, any person or persons aggrieved thereby may bring an action against him, and may obtain an injunction against the

continuance of such threats, and may recover such damage (if any) as may have been sustained thereby, if the alleged manufacture, use, sale, or purchase to which the threats related was not in fact an infringement of any legal rights of the person making such threats: Provided that this section shall not apply if the person making such threats with due diligence commences and prosecutes an action for infringement of his patent." The question was, whether the proviso at the end of the section requires that the owner of the patent should prosecute an action for infringement up to a successful judgment. In the present case Hart was the owner of a patent, and he, on the 15th of September, 1888, published a trade circular, stating that it had come to his knowledge that Colley, lately in his employ, was offering to the trade articles which were an infringement of his patent, and that he (Hart) intended to commence proceedings forthwith against every person whom he found in any way dealing in any articles manufactured in breach of his rights under his patent. On the 22nd of September Colley issued a writ against Hart, claiming an injunction to restrain Hart from issuing the above circular, or any circulars, letters, or advertisements containing threats against purchasers of Colley's goods. On the 3rd of October Colley gave notice of motion for injunction before the Vacation Judge. When the motion came on for hearing the Vacation Judge ordered it to stand over till the 2nd of November. On that day North, J., granted an interlocutory injunction. On the 6th of December Hart commenced an action for infringement of the patent against Colley. On the 8th of February, 1889, a statement of claim in the threats action was delivered, and by it Colley alleged that he had never infringed the patent. On the 13th of May a statement of claim was delivered in the infringement action, the time for delivering it having been six times extended by consent. On the 27th of May the statement of defence in the infringement action was delivered. On the 6th of November Hart discovered, by means of an order for inspection which he had obtained in the threats action, that the articles manufactured by Colley were not an infringement of the patent, and on the 7th of November he gave notice of discontinuance of the infringement action, and paid Colley's costs of it. When the threats action came on for trial it was objected on behalf of Hart, that he was protected by the proviso to section 32, because he had with due diligence commenced and prosecuted the infringement action, and that, therefore, the threats action could not be maintained under section 32. On behalf of Colley it was urged that the infringement action was not commenced with due diligence after the commencement of the threats action, and that it was not, down to the date of discontinuance, prosecuted with due diligence, and, moreover, that the discontinuance, at any rate, was of itself a want of due diligence, and that the proviso required that the infringement action should be prosecuted up to a successful judgment.

NORTH, J., overruled these objections, holding Hart was within the proviso, and that Colley had no cause of action under section 32. He thought it would be impossible to lay down any general rule as to the time within which, after the commencement of a threats action under section 32, an infringement action ought to be commenced, so as to satisfy the proviso. This must depend entirely on the circumstances of each case. Neither *Challender* v. *Royle* (31 SOLICITORS' JOURNAL, 676, 36 Ch. D. 425, 36 W. R. 357) nor any other decided case had laid down any general rule as to this. But his lordship thought that the patentee was *primâ facie* entitled to wait till after the delivery of a statement of claim in the threats action, that he might see whether he could not raise the question of infringement by means of a counter-claim in that action, and thus avoid the cost of double litigation. In the present case, looking at the dates, his lordship was of opinion that Hart had commenced the infringement action with due diligence, and that he had prosecuted it with due diligence down to the date of discontinuance. His lordship was further of opinion that the discontinuance did not constitute a want of due diligence. Section 32 did not say that the infringement action must be prosecuted to a successful result, or down to judgment. To imply such words would be a strong addition to the proviso. The point could not have escaped the attention of the framers of the Act, and it would have been very easy to provide expressly for it. But he did not believe that this was intended, and he thought the addition of such words might produce great injustice. Suppose that, while an action for infringement was being prosecuted with due diligence, the infringer died insolvent, or became a bankrupt with small assets and large liabilities, could it be said, in either of those cases, that, if the action was not further prosecuted, there was a want of due diligence? Again, the infringer might submit and pay damages. Could it be said that the plaintiff, who had got all he wanted in that way, had failed in due diligence, because he had not gone on to judgment? Failure to succeed in an action for infringement would in many cases not be a fair test whether the patentee was justified in threatening legal proceedings against infringers. If he went to trial the patentee might fail to prove infringement because his witnesses had died, or because they did not attend at the trial. Again, if at the trial the jury found that there had been infringement, and their finding was affirmed by the Divisional Court and by the Court of Appeal, the House of Lords might hold that there had been no infringement. Again, if the plaintiff were an assignee of the patent, the defence might be that the defendant had not infringed, because he had a licence from the patentee before the date of the assignment. The assignee might know nothing of this licence until the trial of the action. All these illustrations shewed that failure to succeed in an action for infringement would be a very unfair test whether the patentee was justified in his threats against infringers. His lordship, therefore, held that it was not necessary that the infringement action should be prosecuted down to judgment. And he was of opinion that Hart was in no worse position by reason of the discontinuance, than if he had gone on to trial and had then failed to prove infringement. Indeed, when Hart found that success in his action was hopeless he took the proper course in discontinuing it. He owed a duty to his opponent not to carry on useless litigation, and he owed a duty to the court not to waste its time. In his lordship's opinion Hart was within the proviso in section 32, and Colley had no cause of action under that section.—COUNSEL, *Aston*, Q.C., and *Roger W. Wallace*; *Cozens-Hardy*, Q.C., and *J. C. Graham*. SOLICITORS, *Truefitt & Gans*; *Linklater, Hackwood, & Co.*

High Court—Queen's Bench Division.

NEWMAN v. LONDON AND SOUTH-WESTERN RAILWAY CO.—20th February.

PRACTICE—INTERROGATORIES—SECURITY FOR COSTS—PAYMENT OF DEPOSIT—R. S. C., XXXI., 25, 26.

This was an application by the plaintiff in an action under Lord Campbell's Act for leave to administer interrogatories to the defendants without giving security for costs by paying the deposit required by ord. 31, rr. 25, 26. Rule 25 requires that "in every cause or matter the costs of discovery, by interrogatories or otherwise, shall, unless otherwise ordered by the court or a judge, be secured in the first instance as provided by rule 26 of this order, by the party seeking such discovery." Rule 26 says "Any party seeking discovery by interrogatories shall, before delivery of interrogatories, pay into court to a separate account in the action, to be called 'security for costs account,' to abide further order, the sum of £5, and if the number of folios exceeds five, the further sum of 10s. for every additional folio." The master made an order giving leave to the plaintiff to interrogate the defendants, and dispensing with the payment of any deposit. On the defendants appealing, Day, J., reversed the order of the master. The plaintiff now appealed to the Divisional Court. It was argued on her behalf that there was a discretionary power to dispense with security. Rule 25 said that security was to be given "unless otherwise ordered by the court or a judge." Rule 26 was to be read subject to rule 25, and merely prescribed the method in which security was to be given. The Divisional Court had decided in *Boarder* v. *Lindsay, Gracie, & Co.* (34 W. R. 473) that security could not be dispensed with. The *ratio decidendi* of that case seemed to be that rule 26 was absolute, and was unqualified by rule 25. But in *Asts* v. *Stumore* (32 W. R. 219, 13 Q. B. D. 326), in the Court of Appeal, Brett, M.R., and Bowen, L.J., though it was not necessary to decide the point, expressed disapproval of that view. On the part of the defendants it was contended that *Boarder* v. *Lindsay, Gracie, & Co.* had not been overruled, and ought to be followed.

THE COURT (DENMAN and VAUGHAN WILLIAMS, JJ.) allowed the appeal. They thought that where two members of the Court of Appeal said they did not agree with a view taken by the Divisional Court, the matter was put at large. Their opinion was that there was a discretionary power in the court or a judge to dispense with the deposit in a proper case. Otherwise the words in rule 25 "unless otherwise ordered" had no meaning and were idle. This was quite consistent with rule 26, which applied to the mode in which security should be given.—COUNSEL, *C. G. Ellis*; *E. R. Turton*. SOLICITORS, *Robert Jenkins*, for *Ewart Jukes*, Staines; *Birsham & Co.*

TOWNEND v. SHERIFF OF YORKSHIRE—24th February.

SHERIFF—COSTS OF EXECUTION—TAXATION BY DISTRICT REGISTRAR—RIGHT OF APPEAL—SHERIFFS ACT, 1887 (50 & 51 VICT. c. 55), s. 20, SUB-SECTION (2)—GENERAL ORDER OF 31st OF AUGUST, 1888.

This case raised an important question as to the right of appeal from the taxation by a district registrar of the sheriff's costs of an execution. The taxation was under the General Order made on the 31st of August, 1888, in pursuance of section 20, sub-section (2), of the Sheriffs Act, 1887. The material parts of the order are as follows:—"Table of Fees. 2. For seizure by the sheriff's officer—for each building or place separately rated at which a seizure is made—£1 1s." "The amount of any costs and charges payable under this scale shall be taxed by a master of the Supreme Court or district registrar of the High Court (as the case may be), in case the sheriff and the party liable to pay such costs and charges differ as to the amount thereof." In this case judgment had been recovered by the plaintiff in an action of *Townend* v. *Dunn*, and a writ of *fi. fa.* had been put into the sheriff's hands for execution, with Dunn's address indorsed upon it. The sheriff, on attempting to seize Dunn's goods at the address named, was told that they belonged to his wife. The sheriff then discovered two other places of business belonging to Dunn, and at these he seized goods, but was met in each case by a bill of sale. The plaintiff did not dispute the validity of these bills of sale. The sheriff claimed £2 2s. for these seizures under the above rule, and the plaintiff disputed his right to that sum. The district registrar taxed the sheriff's costs in respect of these seizures at £2 2s. The plaintiff applied to Day, J., in chambers to vary this order, but the judge, following a recent decision of Field, J., in chambers, refused, holding that he had no jurisdiction. It was argued for the plaintiff, on appeal from this decision, that the sheriff could only take his fees out of the proceeds of goods rightfully seized, and that the registrar should have disallowed these costs; this was a taxation in the High Court, and was subject to review: ord. 65, r. 27 (39)—(41). The order of the 31st of August, 1888, was *ultra vires*.

LORD COLERIDGE, C.J., was of opinion that the order of Day, J., following a previous decision of Field, J., was right. It had been argued that, the word "tax" being used in these rules, the serious consequence followed that in every taxation of the sheriff's costs by a taxing master or a district registrar there was, in effect, an appeal through intermediate courts to the House of Lords. It was said that taxation always carried

these incidents. Without denying that taxation was subject to review, the court must construe statutes with reference to their subject-matter, and it would be foolish to extend the principle referred to to matters to which it was never intended to apply. It was certainly not in the minds of the framers of these rules that an appeal should lie to the House of Lords about every sum of five shillings for sheriff's costs of an execution. The question, however, was not what was in the minds of the framers of the rules, but whether the rule bore the meaning which was alleged. But all that the rule said was that the amount of the costs should be taxed by a master or by a district registrar in case the sheriff and the party liable to pay such costs should differ as to the amount thereof. It was said that in this case it was not the amount which was questioned, but the right of the sheriff to take anything at all, and that the registrar had to deal with that question. That was not so, any more than in an ordinary taxation of a solicitor's bill of cost questions as to his retainer or as to his being guilty of negligence were gone into. The retainer was always assumed, and the taxing master only decided whether (assuming the retainer) the proper amount was charged. It was true that in almost every question of amount the right to charge anything at all was involved, but where the amount only was the subject mentioned in the rule, that was the only question to be dealt with by the taxing master. The judgment creditor was not left without a remedy, for if it were true that an amount had been given when there was no right to give any amount at all, that question could be raised by an action, with all the appeals incident to an action. There was, therefore, no appeal from the district registrar's decision, which was simply as to the amount chargeable. As to the very serious question as to the power to make this rule, that could not be gone into, there being no appeal, and his lordship would not express any opinion on it. A. L. SMITH, J., said the sole question which the court had to decide was whether, in such a case as this, the district registrar or taxing master, as the case might be, were made the sole judges or not. If we looked at the table of fees, it was clear that there were many matters to be gone into which were matters for arithmetical calculation and nothing else; and as to such matters there could be no appeal. It was said that the ordinary principles adopted in taxation should be applied to this taxation. But there was this difference. The ascertainment of the amount, which was the function of the taxing master or registrar, fixed no liability upon the execution creditor, and no order to pay was made. The objection made in this case was, that the sheriff was not doing his duty when he seized in two out of the three houses, and that might be a matter for much argument, but it was not a matter that the district registrar could go into. It was, therefore, no ground for appeal. Appeal dismissed.—COUNSEL, *C. A. Russell; J. V. Austin.* SOLICITORS, *Arthur Harris, for Joseph Sims*, Manchester; *Bell, Brodrick, & Gray.*

Solicitors' Cases

WALTERS, DEVERELL, & CO. *v.* CHINERY & ALDRIDGE—A. L. Smith, J., at Chambers, 22nd February.

SOLICITOR—COSTS—CONVEYANCING BUSINESS—PRODUCTION OF DEEDS FOR EXAMINATION—SOLICITORS' REMUNERATION ORDER, R. 2 (c.), SCHED. II.—R. S. C., LXV., APPENDIX N.

This was an action by one firm of solicitors against another upon a bill of costs for conveyancing work not in an action. The plaintiffs had charged 10s. per hour for attending to produce deeds for examination with an abstract of title; the defendants objected to this charge, and contended that only 6s. 8d. per hour ought to be allowed. The bill was referred for taxation, and, at the request of the master of the Queen's Bench Division, it was taxed by one of the taxing masters of the Chancery Division. The taxing master held that the plaintiffs were only entitled to charge 6s. 8d. per hour. In his answers to the plaintiffs' objections to his taxation, he said that the remuneration was not regulated by Schedule I. to the Remuneration Order, but must be determined by the old system as altered by Schedule II., and the old rate of remuneration was 6s. 8d. per hour for producing the deeds, and 10s. per hour for examining the abstract with the deeds. The work of examination was responsible work, and the solicitor examining must, as a rule, take a clerk with him to assist him. The attending for production in practice consisted in finding room for the examining solicitor and his clerk, perhaps answering a question or two about the deeds, and seeing that they were handed back when the examination was completed. Schedule II. did not, in terms, alter the old rate of remuneration for either examining deeds with an abstract or producing the deeds for the purpose, and the charge for drawing and fair copy of abstract was expressly fixed at the old rate. And in *Re Parker* (29 Ch. D. 199) it was decided that the old fee for perusing an abstract remained unaltered. For examining an abstract of title in a cause or matter the charge was fixed by the scale in Appendix N. to the R. S. C., 1883, at 10s. per hour, and that for producing deeds for the purpose at 6s. 8d. per hour. An examination of deeds in an action was at least as carefully conducted as a like examination not in an action. Production of deeds for the purpose was precisely alike in either case. It was, in effect, held in *Stamford v. Roberts* (26 Ch. D. 155) and in *Re Merchant Taylors' Co.* (30 Ch. D. 28) that there is no distinction between the remuneration for conveyancing work in an action and out of court. The plaintiffs' contention would introduce an anomalous distinction between the remuneration for the production of deeds in an action and that for production not in an action, and the taxing master was of opinion that the proper charge was 6s. 8d. per hour. He had consulted other taxing masters on the subject, and they were of the same opinion. He therefore overruled the plaintiffs' objections.

A. L. SMITH, J., was of opinion that 10s. per hour ought to be allowed, and directed the taxing master to review his taxation accordingly.

***Ex parte* MAY, *Re* SPACKMAN**—Q. B. Div., 18th February.

COSTS OF SOLICITOR — EMPLOYMENT OF SOLICITOR TO ARRANGE WITH CREDITORS—CHARGE FOR COSTS—BANKRUPTCY—RIGHT OF SOLICITOR TO PAYMENT—BANKRUPTCY ACT, 1883, S. 4, SUB-SECTION 1 (*a*).

This case raised a question of considerable importance to solicitors. The case was an appeal by Messrs. May, Sykes, & Batten, solicitors, against an order of the county court judge at Bristol, directing them to pay over to the trustee in the bankruptcy the sum of £56, being the difference between the proceeds of the sale of certain horses and carriages formerly belonging to the bankrupt, and a certain portion of their bill of costs against the bankrupt. The bankrupt was the registrar of the county court at Swindon, and in 1886, having got into difficulties, consulted the appellants with a view to a settlement with his creditors, giving them authority to sell certain horses and carriages belonging to him, and charging the proceeds with the costs incurred by the firm. On November 22, 1886, Messrs. May, Sykes, & Batten wrote to Messrs. Eyre & Co., the London agent for a Mr. Jones, the solicitor acting for several creditors, a letter, of which the material part was as follows:—"We have seen Mr. Spackman this morning, and have arranged that all moneys received from the sale of furniture and other effects shall be retained for the benefit of the creditors, and shall not be handed over to Mr. Spackman. We have, moreover, taken his authority to pay any such moneys into the Wilts and Dorset Bank at Swindon in the names of this firm and Mr. Redway, the auctioneer, of Swindon." On December 14, 1886, a receiving order was made against the debtor, the act of bankruptcy on which it was founded being stated to have been committed on December 3, but the county court judge held that the letter of November 22 was proof of an act of bankruptcy within the meaning of section 4, sub-section 1 (*a*), of the Bankruptcy Act, 1883, and he only allowed the costs of the solicitors up to that date. Messrs. May, Sykes, & Batten now appealed against that order, and contended, first, that there was no act of bankruptcy on November 22; and, secondly, that, even if there were, the case came within the principle laid down in *Re Sinclair, Ex parte Payne* (15 Q. B. D. 616), and that, the charge being given for the purpose of defending the debtor from possible bankruptcy proceedings and to keep him out of bankruptcy, which, in view of his public position, would be a serious matter to him, the solicitors were entitled to all costs incurred up to the date of the receiving order.

THE COURT (CAVE and A. L. SMITH, JJ.) dismissed the appeal. CAVE, J., said that two points had been taken—first, whether there was an act of bankruptcy on November 22; and, secondly, if so, whether the case came within *Re Sinclair*. As to the first point, it appeared that all that the bankrupt had which his creditors could get at was certain furniture and other effects, and that, in consequence of the representations of certain creditors, an arrangement was come to on November 22 between the appellants and the bankrupt by which the proceeds of the furniture and other effects should be retained for the benefit of the creditors and not handed over to the bankrupt. The letter went on, "We have, moreover, taken his authority to pay any such moneys into the Wilts and Dorset Bank at Swindon in the names of this firm and Mr. Redway." Authority was given to certain persons—viz., the appellants and Mr. Redway—to receive the proceeds of the furniture and other effects representing the whole available property, and pay that into the bank for the benefit of the creditors and not put it at the bankrupt's disposal. That was an assignment of property for the benefit of creditors within section 4, sub-section 1 (*a*). The other point taken was also one which appeared to have no substance. In *Re Sinclair* it was held that when a man went to a solicitor and asked that solicitor to represent him and to act for him upon the hearing of a petition for adjudication, and paid a sum of money to the solicitor in order to secure his services, the payment being *bonâ fide* made and the services *bonâ fide* rendered, that sum of money so paid for good consideration subsequently given could not be recovered by the trustee on the ground that the solicitor had received it after he was aware of an act of bankruptcy. The case was likened to that of a debtor, who his creditors knew had committed an act of bankruptcy, going to one and paying ready money for some article of necessity. It was now sought to extend that case, not merely to the case of money in the hands of the debtor and parted with in consideration of present services or goods presently bought, but to extend it to all moneys outstanding in the hands of other persons, and which, undoubtedly, would become the property of the trustee. That was quite unwarrantable, because a man who took a charge under those circumstances knew very well the money was the money of the trustee, and that the party charging had no right to do so. On the other hand, a man who came with ready money offered something which, although *primâ facie* the property of the trustee, might not be so, because the bankrupt might have had presents of money for the purpose of securing his defence or providing with the necessaries of life. If that principle were to be extended, not only to payments in ready money, but also to charges on estate in the hands of other persons, it was difficult to see where a limit was to be placed. The court had had occasion more than once to say that where a man had committed an act of bankruptcy and also executed a deed for the benefit of his creditors—which was, in fact, itself an act of bankruptcy—it was the duty of the trustee under that deed to wait to see whether any creditor would take advantage of the act of bankruptcy, and he ought not to deal with the estate until he was satisfied on that point by the three months having elapsed, and if he so dealt with the estate he must repay any moneys so

received, however *bonâ fide* he might have acted. It was also impossible to say that what the appellants did in the present case was a necessity within the rule laid down in *Re Sinclair*. They were engaged in doing the same thing as a trustee of a deed of arrangement. They were trying to make arrangements to avoid bankruptcy and to withdraw the estate from the Bankruptcy Court, and it had never been held that a man engaged in so doing was justified in charging the estate with costs incurred in that way. It would be still more monstrous if solicitors, who were not trustees under a deed of arrangement, and who must be presumed to know the law, should be allowed to spend the money of the trustee in a case not allowed to a trustee under an ordinary deed. The court was not prepared to extend *Re Sinclair* in the manner contended for or beyond the limits laid down in that case. A. L. SMITH, J., concurred.—COUNSEL, *Bigham*, Q.C., and *F. C. Willis; Poole*, Q.C. SOLICITORS, *May, Sykes, & Batten; C. P. Jones*, Trowbridge.

Re **ARTHUR HEATH SYKES** (a Solicitor)—Q. B. D., 18th February.

SOLICITOR—UNQUALIFIED PERSON—SECTION 32 OF THE SOLICITORS ACT, 1843.

This was an application to strike a solicitor off the rolls. It came before the court on a report made by a committee of the Incorporated Law Society under the Solicitors Act, 1888. The charge was that the solicitor entered into an arrangement with one Dickinson, a debt collector at Ulverston, who carried on business under the name of the Ulverston Trade Protection Society, under which, whenever the solicitor recovered any debt in the county court, Dickinson should have half the costs recovered from the debtor, and if no costs were recovered, the solicitor was not to charge any costs. It was found in the report that in several cases the solicitor paid the whole sum recovered, including costs, to Dickinson, and that Dickinson then returned him half the costs, retaining the other half for his own use, the solicitor giving him a receipt for the whole amount of the costs. Dickinson having written to the solicitor proposing that the agreement between them should be reduced into writing, and the solicitor strongly objecting thereto, a dispute arose between the parties, and in June, 1888, the solicitor brought an action against Dickinson to recover £101 5s. 6d. for work done by him as a solicitor. Dickinson set up as his defence the above agreement, which the solicitor denied. The action was tried by Wills, J., without a jury, who came to the conclusion that the agreement set up by Dickinson had really been made, and gave judgment for the defendant. The learned judge then brought the matter before the Incorporated Law Society, who referred it to a committee, who made this report. The charge against the solicitor was that he had violated section 32 of the Solicitors Act, 1843. That section enacts that "if any attorney or solicitor shall wilfully and knowingly act as agent in any action or suit in any court of law or equity, or matter in bankruptcy, for any person not duly qualified to act as an attorney or solicitor as aforesaid, or permit or suffer his name to be anyways made use of in any such action, suit, or matter upon the account or for the profit of any unqualified person, or send any process to such unqualified person, or do any other act thereby to enable such unqualified person to appear, act, or practise in any respect as an attorney or solicitor in any suit at law or in equity, knowing such person not to be duly qualified as aforesaid; and complaint shall be made thereof in a summary way to any of the said superior courts wherein such attorney or solicitor has been admitted, and proof made thereof upon oath to the satisfaction of the court that such attorney or solicitor hath wilfully and knowingly offended therein as aforesaid; then and in such case every such attorney or solicitor so offending shall and may be struck off the roll, and for ever after disabled from practising as an attorney or solicitor."

THE COURT (DENMAN and VAUGHAN WILLIAMS, JJ.) ordered that the solicitor, Arthur Heath Sykes, be suspended for a year, and that he pay the costs of this application.—COUNSEL, *H. D. Greene*, Q.C., and *A. H. Trevor; Channell*, Q.C., and *R. M. Bray*. SOLICITORS, *E. Williamson; Cope & Co.*

LAW SOCIETIES.

UNITED LAW SOCIETY.

Feb. 24.—The usual weekly meeting was held at the Inner Temple Lecture Hall, the vice-chairman presiding. Mr. F. Minchin Voules moved: "That the principle of a compulsory Eight Hours' Bill is to be commended." Mr. C. W. Williams opposed the motion. The other speakers were Messrs. W. Lee Nash, C. E. Matthews, M. S. Nathan, J. L. V. S. Williams, D. H. Conner, H. W. Marcus, C. H. le Maistre, and W. S. Sherrington. Mr. Voules replied, and, the opinion of the House being taken, the motion was lost, no one voting for it.

LAW STUDENTS' JOURNAL.

RESULTS AT THE SOLICITORS' HONOURS' EXAMINATION

The January Honours' List contrasts favourably with that issued after the November examination last year, which contained only one student in the first class and five in the second, while now six names appear in the first class, twelve in the second, and nine in the third. We have gathered the following details respecting the first four prizemen:—

Mr. T. E. SILVESTER, who carries off the Clement's-inn and Daniel Reardon prizes, was articled with Mr. F. T. Langley, of Wolverhampton.

Mr. A. G. FREEMAN, who obtained the Clifford's-inn prize, served his articles with Mr. W. W. Duffield, of Chelmsford, and was educated at the King Edward's Grammar School of that town, of which school he was finally "head boy" and obtained the silver medal. He passed the Cambridge Local Examination with third-class honours. For the present examination he read with a "coach," but did not attend any of the lectures instituted by the Incorporated Law Society.

Mr. H. OPIE-SMITH, the winner of the New-inn prize, was educated at Allhallow's School, Honiton, and was articled to Mr. Every, of that town. He served his last year with Messrs. Torr, Janeways, Gribble, & Oddie, of 38, Bedford-row.

Mr. A. J. LEES, the fourth prizeman, was educated at Wolverhampton Grammar School (1878—1882) and Rugby (1882—1884), and was articled in 1885 to Mr. John Hunt Thursfield (of the firm of Thursfield & Messiter), of Wednesbury and Birmingham. Mr. Lees attended the meetings and lectures of the Wolverhampton Law Students' Society, and took a leading part in its debates. He was specially "coached" for the January Final, but did not attend any lectures of the Incorporated Law Society.

THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the preliminary examination held on the 5th and 6th of February, 1890:—

Abbott, Maurice
Alder, Charles Herbert Lawrence
Annesley, Francis Cotton
Baker, Charles
Bell, Arthur Douglas
Blatch, Herbert
Bowes, Robert Arthur
Buss, Arthur
Cartwright, Thomas
Church, Frank Tandy
Clayton, Walter Norton
Craig, Gilfrid Gordon
Crane, James
Cripps, Ernest Edward
Crook, Arthur Henry
Davies, David Griffith
Davies, Robert
Eastham, John James Brogden
Ellis, Alfred
Evans, Daniel
Evans, Llewelyn Caradoc
Fawkes, William
Francis, William Watkins
Hatch, Horace Whitehead
Hibbert, William Nembhard
Hodgkinson, George Edmond
Hooper, Charles Edward Pelly
Ivimey, Joseph William
Jacobs, Bertram
John, Arthur Evan
Johns, Vincent James Griffith
Keefe, John
Keen, Percy
King, Edward Hyde Bailey
Lavington, Henry Hugh
Levianaky, William Telfer
Macdonald, Kenneth
McMaster, Alfred
Mead, Gerald Harvey
Money, John Emle
Mountain, Percy Morgan
Newall, Walter
Parker, Samuel
Philcox, Charles
Preston, Harold George Eustace
Price, Robert Peel
Ratcliffe, Frederick James
Reid, William Allen
Rivington, Robert Campbell
Robinson, Henry
Sherwood, Arthur Hugh
Snow, Onslow John
Stein, Henry Walter
Storer, James Maitland
Thomas, Moses
Trendell, Edwin Percival
Tyler, Frederic John Holroyd
Vidal, Charles
Waterworth, Thomas
Webb, Sydney Bunter
Whiteman, Walter William
Williams, Harold Fillingham
Wilmot, Charles Alexander
Wilson, Richard
Wing, James Edward

HONOURS EXAMINATION.

January, 1890.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Thomas Edward Silvester, who served his clerkship with Mr. Frederick Theobald Langley, of Wolverhampton; and Mr. Henry John Smith, of London.

Alfred George Freeman, who served his clerkship with Mr. William Ward Duffield, of Chelmsford.

Harry Opie Smith, who served his clerkship with Mr. William Every, of Honiton; and Messrs. Torr, Janeway, Gribble, & Oddie, of London.

Arthur John Lees, who served his clerkship with Messrs. Thursfield & Messiter, of Wednesbury; and Messrs. Bower, Cotton, & Bower, of London.

Christopher Reginald Walter Heath, who served his clerkship with Mr. George Farquharson King, of the firm of Messrs. West, King, Adams, & Co., of London.

Thomas Berry, who served his clerkship with Mr. William Lees, of Wigan.

SECOND CLASS.

[In alphabetical order.]

John Allen, who served his clerkship with Mr. William Allen, of Leek; and Messrs. Robbins, Billing, & Co., of London.

William Arnold, who served his clerkship with Mr. Arthur Wright, of Oldbury.

Robert William Blyth, who served his clerkship with Mr. Robert Blyth, of Chelmsford; and Messrs. White & Co., of London.

John William Carter, who served his clerkship with Messrs. Holland & Callis, of Blackburn and London.

Walter Henry Bonham Carter, who served his clerkship with Mr. George Edgar Frere, of the firm of Messrs. Frere, Foster, & Co., of London.

Albert Dexter, who served his clerkship with Mr. Joseph Hands, of the firm of Messrs. Deane & Hands, of Loughborough; and Messrs. Field, Roscoe, & Co., of London.

Thomas Howard Engall, who served his clerkship with Mr. John Anthony Engall, of Staines.

Godfrey Davenport Goodman, who served his clerkship with Mr. William Challinor, of the firm of Messrs. Challinors & Shaw, of Leek; and Messrs. Rowcliffes, Rawle, & Co., of London.

Evan Percy Houle, who served his clerkship with Mr. Harry Showbridge, of London.

Walter Henry Jefferis, B.A., LL.B., who served his clerkship with Mr. James Inskip, of the firm of Messrs. Brittan, Press, Inskip, & Crewdson, of Bristol; and Messrs. White & Co., of London.

Harold Christian Jones, who served his clerkship with Messrs. Dayne & Frodsham, of Liverpool.

William Herbert Russell, who served his clerkship with Mr. Herbert Russell, of Lichfield.

THIRD CLASS.

[In alphabetical order.]

Charles Henry Beech, who served his clerkship with Mr. William Henry Dixon, of Manchester.

William Laudale Danger, who served his clerkship with Messrs. Broadbridge & Nield; and Messrs. Danger & Neville, both of Liverpool.

Albert Orlando Davies, who served his clerkship with Mr. Frederick Stephen Dauncey, of Newport, Monmouth; and Messrs. Yewdall & Co., of London.

Ernest Heys Jones, who served his clerkship with Mr. Stonehewer Parker Freeman, of the firm of Messrs. Freeman & Bothamley, of London.

Charles Glossop Mayfield, who served his clerkship with Messrs. Leak, Till, & Stephenson, of Hull.

John Okell, who served his clerkship with Mr. Robert Okell, of Manchester; and Messrs. Chester & Co., of London.

Erward Francis Peck, who served his clerkship with the late Mr. James Cardale, and Mr. James Leslie Sweet, of the firm of Messrs. Iliffe, Henley, & Sweet, of London.

Ernest Ramsay Taylor, who served his clerkship with Mr. Henry Ramsay Taylor, of London.

John Wood, who served his clerkship with Mr. John George Openshaw, of Bury.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Silvester—Prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Freeman—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Smith—Prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Lees, Mr. Heath, and Mr. Berry—Prizes of the Incorporated Law Society—value 5 guineas each.

The council have given class certificates to the candidates in the second and third classes.

Eighty-nine candidates gave notice for the examination.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 25—Mr. J. D. Crawford in the chair.—The debate, "That the case of *Patrick* v. *Simpson* was wrongly decided," was opened by Mr. Thos. Douglas in the affirmative. He was supported by Messrs. Child, Nimmo Watson, Manning, Pattinson, Cuthbert Curtis, and Windsor, and opposed by Messrs. W. H. Pitman and Carvill. Mr. Douglas replied, and on a division the motion was carried by a majority of nine.

THE RETIREMENT OF MR. JUSTICE FIELD.

On the 21st inst., in the court of the Lord Chief Justice of England, Mr. Justice Field bade farewell to his colleagues upon the bench, the members of the bar, and the officers of the court upon his retirement. The court presented an extremely animated appearance, every available inch of space in the body of the court being occupied, including the jury box. The public gallery was also well filled. The Attorney-General and the Solicitor-General were both present, and the judges who attended were, besides the Lord Chief Justice and Mr. Justice Field, the Master of the Rolls, Sir James Hannen, Lord Justice Lopes, Lord Justice Fry, Mr. Justice Denman, Baron Huddleston, Mr. Justice Stephen, Mr. Justice Cave, Mr. Justice Mathew, Mr. Justice Kay, Mr. Justice Stirling, Mr. Justice Chitty, Mr. Justice Kekewich, and Mr. Justice Vaughan Williams. All their lordships, with the exception of Mr. Justice Field, who occupied a seat placed near the middle of the bench, remained standing during the ceremony, an example followed by all present.

The Attorney-General, addressing Mr. Justice Field, said he was permitted by the Lord Chief Justice to say a few words of affectionate farewell. It was a strange thing that speaking twice within the brief period of three weeks he should have to point to his lordship as the second judge who laid the foundation of his distinguished career by practising for many years as a solicitor, and it should be spoken of as an indication of his lordship's courage that he did not hesitate to change his profession when it involved an interval during which he did not practise for three years. The chief feature of his lordship's career at the bar was the power of concentration of mind upon the question of fact under discussion, coupled by high-minded and straightforward advocacy. It was now fifteen years ago since his lordship was appointed a judge. My lord, continued the Attorney-General, I am not one of those who think these are to be made occasions for mere panegyric—even if I were capable of using language sufficiently eloquent. But I think these ought to be occasions for pointing out that which we honestly believe to be features of the career of the retiring judge. And I would say this, that I believe what has guided you chiefly has been a determination that you would do justice between the parties before you—a determination that you would get at the bottom of the matter and ascertain the real truth on the issue of fact that was being tried, and I do not know that any better principle can well guide a judge. My lord, in those contests which have taken place before you it would be absurd to say that there has not been friction between the bench and the bar. There must have been—but everyone has felt, after the verdict given or the judgment passed, that, whatever may have been the result, you have been actuated only by that principle. Although they parted with the learned judge as a judge, they did not, however, part with him as a friend, and they wished him many years' enjoyment of the repose and retirement which he had so well earned, and into which he carried the regard and affectionate esteem of the members of the bar who had practised before him.

Mr. Justice Field said he had listened to the far too kind address of the Attorney-General with mingled feelings of pleasure and of pain. It not but be pleasant to hear from the learned counsel, whom he had known and esteemed for many years, the kind expressions he had used, but it was still more pleasant to know that in saying what he did the Attorney-General, as the leader of the bar, had been authorized by those behind him to express their opinions. Fifteen years ago he had received at the hands of her Majesty one of the most solemn trusts which a subject could receive, and it was, indeed, a very proud day for him. To-day was almost as proud a day, because what he had done during the last fifteen years, be it good or, as he feared, very, very defective, such as it was, had been before his learned brothers, the bar of England, and the public, and with the knowledge of all his errors and shortcomings, he had the gratification of believing the Attorney-General when he honestly told him that he had not altogether failed in his duty. My history, said the learned judge, is short, and perhaps uninteresting; but I may say without affectation I came to London—I will not say how many years ago—a mere stranger; but I soon made friends, and among them one whose loss I always deeply deplored, and to whom I owed whatever I knew of the principles of law—my dear friend Mr. Kingdon, who was only known to be loved. But for him and friends like him I never could have reached the position I am now for a very short time longer to occupy. After three years in the other branch of the profession, I made a "jettison" of everything for the bar, for years ago I had resolved that, if ever I could so, I would try my fate on that arena of struggle; and I remember now the morning when, with my lord, then at the bar, I walked down to the court at Exeter, where I held my first brief; and since that time I have enjoyed with him a long, unbroken friendship, and he has kindly reminded me, in language of which he is so great a master, of our circuit days, our country walks, and all our pleasant circuit associations. Mr. Attorney-General, from all these associations I must now sever myself, and it is painful to think that I must do so, and that I must now be separated from the bar and from those who have been my brethren on the bench, and this is why I said there was much of pain mingled with the pleasure which your address has given me. When I accepted that sacred trust of the office of a judge, I formed to myself my ideas of what I would do to try to deserve it; that I would administer what was right and in accordance with the truth, and would spare no labour, no pains, no time, to understand what the rights and wrongs of the litigants were, and would never swerve from the path to the right or the left in deciding what, to my mind, was the real result. And that I have done, and I do claim at the end of my time that there is no one who can accuse me—and, what is more important, I cannot accuse myself—of any delinquency in that respect. Whatever God had been pleased to give to me, the best I had I have given to the discharge of my duties. I am conscious, indeed, of errors and shortcomings. Can anyone who has for fifteen years been engaged in the continual struggles and discussions which a judge is subject to honestly say that he was not conscious of any? I know I am very quick and impulsive in nature, and I think that I see things very readily, and I know that what I do see I must act upon, and the result has sometimes been what you described as "friction," and I very much fear that I have at times deserved the use of that term. But those who know me—and I see some of them here to-day—some of whom may have thought me at times unkind, I am pleased to see them here to-day to lend a kind support to what you have said, and to shew me that if there has ever been any temporary feeling, it has gone by and passed away. I do not believe that I have earned the enmity of a single man at the bar; nay, more, I do not believe that there is a man at the bar who does not wish me well and does not cordially concur in the good wishes you have so kindly expressed, and that is a very proud thing indeed to be able to say. Of late years, indeed, I have been conscious of a growing infirmity, but I declare most solemnly that it has never interfered with the discharge of my duties, though it may have been a cause of inconvenience to those who have addressed me or to witnesses who had to give their evidence before me. That inconvenience has been very much aggravated by my determination never to pass over a fact in the case without really understanding it; and I do not believe that a word of evidence has ever been given which would not be found on my notes, and I am sure that no argument addressed to me has failed to receive the fullest consideration. At the same time I am sensible that those who

come to the courts for justice and those who represent them have not only a right to have justice administered to them with care and patience, but also with the assurance that their cases are heard as well as determined; and I cannot blame anybody who may have fancied that a difficulty resulted from my infirmity, though I am sure that my infirmity never caused any injustice to a suitor. The learned judge, who was much affected, proceeded to refer in some detail to those of whom he was taking leave, and finally rising from his seat shook hands with the Lord Chief Justice and other judges on the bench amidst loud cheers and clapping of hands.

LEGAL NEWS.

APPOINTMENTS.

Mr. JOHN COMPTON LAWRANCE, Q.C., M.P., has been appointed a Judge of the Queen's Bench Division on the resignation of Mr. Justice Field. Mr. Justice Lawrance is the only son of Mr. Thomas Munton Lawrance, of Dunsby Hall, Lincolnshire, and was born in 1832. He was called to the bar at Lincoln's-inn in Trinity Term, 1859. He practised on the Midland Circuit, and he was for several years a revising barrister. He became a Queen's Counsel in 1877, and he was appointed recorder of the borough of Lerby in 1880. He was M.P. for the Southern Division of Lincolnshire from 1880 till 1885, when he was returned for the Stamford Division of that county. Mr. Justice Lawrance is a bencher of Lincoln's-inn.

Mr. GEORGE LEWIS DENMAN, barrister, has been appointed a Police Magistrate for the Metropolis, on the resignation of Mr. Thomas William Saunders. Mr. Denman is the eldest son of the Hon. Mr. Justice Denman, and the grandson of the late Lord Denman. He was educated at Trinity College, Cambridge, where he graduated in the second class of the Law Tripos in 1875. He was called to the bar at Lincoln's-inn in January, 1877, and he has practised on the South-Eastern Circuit and at the Kent Sessions. Mr. Denman has been for several years a revising barrister, and he was formerly recorder of the borough of Queensborough.

Mr. PHILIP JOSEPH CANNING, solicitor (of the firm of Fardells, Dashwood, & Canning), of Mitre Chambers, Temple, and of Ryde, has been appointed a Commissioner for Oaths.

Mr. ISAAC BUGG COAKS, solicitor, of Norwich, has been appointed a Deputy-Lieutenant for the County of Norfolk and the City of Norwich. Mr. Coaks is also a magistrate for the City of Norwich. He was admitted a solicitor in 1854, and he is clerk to the magistrates for the Blofeld and Walsham Divisions of Norfolk.

Mr. THOMAS WILLIAM HALL, solicitor (of the firm of Beckford & Hall), of 60, West Smithfield, has been appointed a Commissioner for Oaths.

Mr. JOHN EDWARD HOLLOWAY, solicitor, of Redruth, has been appointed a Commissioner for Oaths.

Mr. EDMUND WILLIAM LUKE, solicitor (of the firm of Wills, Watts, & Luke), of 53, Great Carter-lane, has been appointed a Commissioner for Oaths.

Mr. ARTHUR SMITH, solicitor, of Wigan, has been elected Town Clerk of that borough in succession to the late Mr. Ralph Darlington. Mr. Smith is a B.A. of the University of London. He was admitted a solicitor in 1887.

Mr. SAMUEL THOMAS EVANS, solicitor, of Neath and Aberavon, who has been elected M.P. for the Mid-Division of Glamorganshire in the Liberal interest, is the only son of Mr. John Evans, of Skewen, Glamorganshire. He was educated at University College, Aberystwith, and was admitted a solicitor in 1883.

Mr. FREDERICK GREGSON, solicitor, of Southend, has been appointed Clerk to the Rochford Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Gregson was educated at St. Alban's Hall, Oxford, where he graduated third class in Jurisprudence in 1877. He was admitted a solicitor in 1870.

Mr. HENRY DODD, solicitor, of Preston, has been appointed Clerk to the Magistrates for that borough, on the resignation of his father, Mr. Thomas Dodd. Mr. H. Dodd was admitted a solicitor in 1877.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

WILLIAM HENRY STALLARD and CHARLES MALLORD WILLIAM TURNER, solicitors (Stallard & Turner), 44, Bedford-row, London. Feb. 8. The said business will in future be carried on by the said William Henry Stallard upon his own account under the same style or firm.

[*Gazette*, Feb. 21.

GENERAL.

Lord Justice Bowen is recovering from the effects of his late attack of influenza, but so slowly that he has been ordered by his doctors to go abroad till after the Easter recess, and he has gone to the South of France.

In the House of Commons on Tuesday Mr. B. Roberts asked the Secretary of State for the Home Department whether his Honour Judge Chalmers, in his reply affirming the prevalence of perjury in English county courts, suggested any remedies; and, if so, would he state to the House the purport of such suggestion. Mr. Matthews said Judge Chalmers expressed his opinion that it was difficult to know what remedy to suggest. He did however, suggest that some good might be done if a small and summary punishment were provided for county court perjury.

A Bill has been introduced by Mr. Campbell-Bannerman, M.P., proposing that every subject of her Majesty shall be eligible to hold the offices of Lord Chancellor of Great Britain or Lord Lieutenant of Ireland without reference to his religious belief. Special provisions are made for ecclesiastical patronage and official trusts in the case of the Lord Chancellorship being held by one who is not a member of the Church of England. Thus any right of presentation to an ecclesiastical benefice is in that case to be exercised by the Archbishop of the province; and the duties of trustee of any institution or endowment established or maintained exclusively for the benefit of Churchmen are to be performed by a judge who is a Churchman, and is appointed for the purpose by her Majesty.

Mr. Whitley, Mr. Gedge, the Hon. W. H. Cross, Mr. Neville, and other members of Parliament had an interview on Tuesday at the House of Commons with representatives of the law societies of Liverpool and Manchester in reference to the proposal to request the Chancellor of the Duchy to introduce a Bill to extend the jurisdiction of the Court for the Chancery of the County Palatine of Lancaster, so as to give it the same powers within its territorial limits as are possessed by the Chancery Division of the High Court of Justice. The Chancery Court of the County Palatine possessed similar powers to that of the High Court of Chancery before the passing of the Judicature Act; and it is urged by the societies in question that if the extended jurisdiction conferred upon the Chancery Division by the Judicature Act has been beneficial to the country at large, a similar extension of the powers of the Chancery Court of the County Palatine would be equally beneficial to the county.

"P. J. H.," writing to the *Standard* of Wednesday, says:—"On arriving at the room of one of the Queen's Bench masters this afternoon, to keep an appointment before him at three p.m., I was kept waiting till a quarter to four outside his door. On inquiring of the messenger he informed me 'the master is lunching;' after waiting some time I again spoke to the messenger, who said 'the master is writing a letter.' In the meantime, two or three other suitors, having appointments, arrived, and, after a deal of persuasion, the messenger again went into the master's room, but only to return to us poor unfortunate litigants with the unique news that, 'the master was cutting his corns, and would not be above a few minutes!'" "Common Law," writing on Thursday to the same paper, says:—"I can substantiate the statement contained in the letter of 'P. J. H.,' which appears in the *Standard* of to-day, and am glad he has had the courage to expose the waste of time at the Law Courts. I was one of the unfortunate litigants kept waiting. From the *déshabillé* state of the master when I entered his room, I concluded that the messenger had only told us half the fact, and that the master had not only been acting as his own chiropodist, but had also indulged in a bath."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, March	3	Mr. Farmer	Mr. Jackson	Mr. Ward
Tuesday	4	Rolt	Clowes	Pemberton
Wednesday	5	Farmer	Jackson	Ward
Thursday	6	Rolt	Clowes	Pemberton
Friday	7	Farmer	Jackson	Ward
Saturday	8	Rolt	Clowes	Pemberton
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March	3	Mr. Beal	Mr. Leach	Mr. Carrington
Tuesday	4	Pugh	Godfrey	Lavie
Wednesday	5	Beal	Leach	Carrington
Thursday	6	Pugh	Godfrey	Lavie
Friday	7	Beal	Leach	Carrington
Saturday	8	Pugh	Godfrey	Lavie

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBEY MILLS DISTILLERY, LIMITED—Chitty, J, has fixed Wednesday, March 5, at 11, at his chambers, for the appointment of an official liquidator

ALFRED NEAL, LIMITED—Petn for winding up, presented Feb 14, directed to be heard before Kay, J, on March 1 Barrs, Clement's inn, Strand, agent for Loseby, Market Bosworth, solor for petner

AMERICAN EXCHANGE IN PARIS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook Wednesday, April 16, at 12, is appointed for hearing and adjudicating upon the debts and claims

ENGLISH AND IRISH PROVISION CO, LIMITED—Petn for winding up, presented Feb 19, directed to be heard before Chitty, J, on Saturday, March 1 Raphael, Moorgate st, solor for petner

GENERAL EXHIBITION SYNDICATE, LIMITED—Petn for winding up, presented Feb 14, directed to be heard before Chitty, J, on March 1 Nye & Co, Serjeants' inn, Fleet st, agents for Nye, Brighton, solor for petners

GOLDFIELD OF APPOLONIA MINING CO, LIMITED—Chitty, J, has fixed March 4, at 12, at his chambers, for the appointment of an official liquidator

METROPOLITAN COAL CONSUMERS' ASSOCIATION, LIMITED—Kay, J, has, by an order dated Feb 13, appointed Mr Frederic John Young, 41, Coleman st, to be official liquidator

MISSOURI ESTATES RAILWAY AND IRON CO, LIMITED—Creditors are required, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to James Harris, 8, Old Jewry Tuesday, April 15, at 12, is appointed for hearing and adjudicating upon the debts and claims

MOLDACOT ROYALTIES TRUST, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Edward Llewellyn Ernest, 31, Queen Victoria st Tuesday, April 1, at 12, is appointed for hearing and adjudicating upon the debts and claims

THE PATENT WARP POLISHING CO, LIMITED—All persons having claims against the company are required, on or before March 3, to send their names and addresses, and the particulars of their claims, to Mr William Martello Gray, District Bank chmbrs, Market st, Bradford Killick & Co, Bradford, solors for liquidator

W N WATSON & CO, LIMITED—Petn for winding up, presented Feb 18, directed to be heard before Stirling, J, on March 1 Lumley & Lumley, Old Jewry chmbrs, solors for petners

UNLIMITED IN CHANCERY.

BRIGHTON DISTRICT TRAMWAYS CO—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Henry Spain, 76, Coleman st Tuesday, March 25, at 3, is appointed for hearing and adjudicating upon the debts and claims

SAVINGS BANK FOR CHELSEA—North, J, has, by an order dated Feb 17, appointed Arthur Cooper, 14, George st, Mansion House, to be official liquidator

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

GEORGE FORRESTER & CO, LIMITED—The Vice-Chancellor has fixed Tuesday, March 4 at 11, at the chambers of the Registrar, 9, Cook st, Liverpool, for the appointment of an official liquidator

INTERNATIONAL COTTON SEED CLEANING CO, LIMITED—By an order made by the Vice-Chancellor, dated Feb 10, it was ordered that the voluntary winding up of the company be continued Harvey & Co, Liverpool, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

ASTON CLINTON HAND AND HEART BENEFIT SOCIETY, White Lion Inn, Aston Clinton, Buckingham Feb 18

ISLINGTON WORKING MAN'S TOTAL ABSTINENCE BROTHERLY BENEFIT SOCIETY, Penton Hall, 81, Pentonville rd, N Feb 18

KEGWORTH CO-OPERATIVE SOCIETY, LIMITED, Dragwell, Leicester Feb 18

London Gazette.—TUESDAY, Feb. 25.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BISHOP'S CREEK GOLD MINING CO, LIMITED—Petn for winding up, presented Feb 22, directed to be heard before Kay, J, on Saturday, March 8 Phelps & Co, solors for petner

CANDIANI & CO, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to Enrico Arbib, 25, St Mary axe Wild & Wild, Ironmonger lane, Cheapside, solors for liquidator

GEORGE NEAL & CO, LIMITED—North, J, has, by an order dated Jan 11, appointed Edwin Waterhouse, 44, Gresham st, to be official liquidator

LONDON AND TRANSVAAL SYNDICATE, LIMITED—By an order made by Chitty, J, dated Feb 17, it was ordered that the syndicate be wound up Clulow, Gracechurch st, solor for petner

NORTH SPANISH SILVER MINES, LIMITED—By an order made by Kay, J, dated Feb 15, it was ordered that the mines be wound up Warmington, Walbrook, agent for Evans & Davies, Newport, Mon, solors for petner

PORTUGUESE CONSOLIDATED COPPER MINES, LIMITED—By an order made by North, J, dated Feb 15, it was ordered that the mines be wound up Vickery, Church st chmbrs, Old Jewry, solor for petners

SOUTHWARK FOUNDRY CO, LIMITED—By an order made by North, J, dated Feb 15, it was ordered that the voluntary winding up of the company be continued Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims, to William Brock Keen, 3, Church st, Old Jewry Monday, April 21, at 2, is appointed for adjudicating upon the debts and claims Browne & Co, Church st, Old Jewry, solors for petners

STEVENS MOTOR SYNDICATE, LIMITED—By an order made by Chitty, J, dated Feb 15, it was ordered that the syndicate be wound up Lovell & Trimnell, Monument bldgs, petners in person

THE CASTINGS IMPROVEMENT SYNDICATE, LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to Roderick Mackay, 3, Lothbury Munns & Longden, Old Jewry, solors for liquidator

THE INTERNATIONAL COTTON SEED CLEANING CO, LIMITED—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to David Alexander McNeight, 8, Fenwick st, Liverpool Harvey & Co, Liverpool, solors for liquidator

THE MALAY PENINSULA EXPLORATION SYNDICATE, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims to Cawston & Co, 14, George st, Mansion House

THE PALESTINE CHANNEL SYNDICATE, LIMITED—Creditors are required, on or before April 8, to send their names and addresses, and the particulars of their debts or claims to Montague Hawkins, 115, Leadenhall st

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

LANCASHIRE ALKALI AND SULPHUR CO, LIMITED—Petn for winding up, presented Feb 22, directed to be heard before Bristowe, V.C., at St George's Hall, Liverpool, on Wednesday, March 5 Wynne & Co, Chancery lane, agents for Whitley & Co, Liverpool, solors for petner

LIFE ASSURANCE AGENTS' JOURNAL CO, LIMITED—Stirling, J, has, by an order, dated Feb 7, appointed William Augustus Quant, Bolton, to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

COURT JONATHAN PRIESTMAN, Black Bull Inn, Leadgate, Durham Feb 22

SUSPENDED FOR THREE MONTHS.

AMICABLE AND BROTHERLY SOCIETY, Axe and Compass Inn, Braughing, Ware, Herts Feb 20

CREDITORS' NOTICES.
UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—"FRIDAY," Feb. 14.

ASHTON, BENJAMIN, Gee Cross, Chester, Esq. March 17. Sharpe & Co, New ct, Carey st

BARBER, MARIA, Wilmslow, Chester. March 15. May, Macclesfield

BATEMAN, EDWARD, Stanley villas, Teddington, Gent. March 8. Walker & Co, Gresham bldgs, Basinghall st

BETTS, SARAH, Park crescent, Park rd, Clapham. March 12. Hogan & Hughes, Martin's lane, Cannon st

BLACKETER, ROBERT, Trews Weir, Exeter, Paper Manufacturer. Feb 10. Ford, Exeter

BURCHELL, BEVANT JENKINS, Thornbury, Glos, Carpenter. March 25 Crosse & Lloyd, Thornbury, R.S.O., Glos

CHAPMAN, ALLEN, Ashton under Lyne, Confectioner. March 1. Clayton & Wilson, Ashton under Lyne

CHESTER, HENRY DIXON, Cheltenham, Esq. March 7. Babb & Co, Cheltenham

COLLINS, CHARLOTTE, Richmond, Surrey. March 25. Richardson & Sadler, Golden-square

CORBRAN, CATHERINE LUTHER, Thirlmere-road, Streatham. March 15. Fawcett, Clifford's-inn, Fleet-street

DARBY, CAROLINE, Ryde, I. W. March 1. Vincent, Ryde

DURHAM, WILLIAM HILL, Puddleton, Dorset, Yeoman. March 1. Weston, Dorchester

FRIEND, CHARLES, Olveston, Glos, Shopkeeper. March 12. Scarlett & Co, Thornbury

GAUDERN, DAVID HENNELL, Earl's Barton, Northampton, Fellmonger. March 22. Howes & Co, Northampton

GIBBONS, WILLIAM, Inverness, Gent. March 25. Rooke & Coker, Bath

GIEVE, ELIZABETH, Beckenham, Kent. April 10. Asprey, Furnival's inn

GOLBY, THOMAS, Guernsey, Gent. March 15. Bliss, Banbury

HARRISS, NANCY, Treherne rd, North Brixton. March 17. Armstrong, Chancery lane

HART, WILLIAM GEORGE, Eaton, Norwich, Gent. March 14. Goodchild, Norwich

JENKINSON, WILSON, Seaton, Workington, Cumberland, Yeoman. March 24. Hayton & Simpson, Cockermouth

JUBB, JOSEPH GREAVES, Woodside, Dudley, Licensed Victualler. March 22. Sanders & Co, Dudley

KESNER, BARNETT, King's rd, Chelsea, retired Outfitter. May 7. Allward, Furnival's inn

KOCH, GUSTAVE ADOLFE, Leamington, Hotel Manager. March 10. Abbott & Co, Leamington

LAING, FRANCIS HENRY, D.D., Hanwell, Priest in the Catholic Church. March 31. Colman & Knight, Raymond bldngs, Gray's inn

LAVELL, JAMES DANIEL FRANCIS, Mayfield, Sussex, Gent. April 1. Rooks & Co, King st, Cheapside

LOXDALE, HENRY MURRAY, Wadhurst, Sussex, Gent. March 15. Loxdale & Jones, Sydney terrace, Brompton

MARTIN, FRANK, Santiago, Chili, Gent. March 15. Beale & Martin, Reading

MELLISH, WILLIAM JOHN, Winestead in Holderness, Yorks, Clerk in Holy Orders. April 1. Scott & Cooper, Hull

MYERS, WALTER, formerly of Birmingham, Jeweller. March 18. Myer, New Bridge st

NEVILLE, CHARLES, Falmouth rd, St Mary, Newington, Gent. March 25. C. & E. Woodroffe, Great Dover st, Southwark

NEWSON, HENRY, Beccles, Suffolk, Veterinary Surgeon. March 31. Rix, Beccles

NEWTON, GEORGE, Godwin rd, Forest Gate, Essex, Gent. March 25. Saxton & Son, Queen Victoria st

NICHOLSON, CORNELIUS, Ventnor, I.W., Esq., J.P. March 25. Munton & Morris, Queen Victoria st

PORTER, GEORGE, Seaton, Devon, Clerk in Holy Orders. March 24. Barnard & Taylor, Lincoln's inn fields

RAUSCHKE, JULIUS ROBERT WILHELM JOHANNIS, Leeds, Surgical Instrument Maker. April 1. Hewson, Leeds

RICHARDSON, THOMAS HENRY, Middlesborough, Secretary to Bolckow, Vaughan. & Co, Lim. March 12 Belk & Cochrane, Middlesborough

SAXTON, Rev. CHARLES WARING, D.D. March 25. Saxton & Son, Queen Victoria st

SHARPE, MARIA, Victoria pl, Leeds. March 14. Dibb & Co, Leeds

VICARS, JOHN, Eskdale, St Bees, Cumberland, Yeoman. March 15. Butler, Broughton in Furness and Millom

VYNER, Lieutenant Colonel HENRY WILLIAM, Leamington Priors. April 30. Field & Sons, Leamington

WHITESIDE, FREDERICK RICHARD ALIC, Lieutenant in the West Indian Regiment. April 15 Tasker, 6t Queen st, Lincoln's inn fields

WILDE, WILLIAM, Portsdown rd, Maida Vale, Gent. March 1. Peard, Sise lane, Mansion House

WILLIAMS, JOHN EBENEZER, Longridge rd, Gent. April 1. Radcliffes & Cator, Craven st, Charing Cross

WINTLE, MARIA, Olveston, Glos. March 12. Scarlett & Co, Thornbury, R.S.O., Glos

London Gazette.—TUESDAY, Feb. 18.

ADAMSON, SWAINSTON, Gainsford, Durham, Builder. March 31. Stubbs, Middlesborough

BAUGH, Rev. FOLLIOTT, Sloane st. March 1. Dimond & Son, Wimpole st

BELLIS, GEORGE, Mold, Flint, Land Surveyor. March 20. Lewis & Davies, Liverpool

BENNETT, JOHN MARSLAND, Pendleton, Manchester, Esq. March 15. Hadfield, Manchester

BIRD, RICHARD MOLYNEUX, Liverpool, Commission Merchant March 18. Peacock & Co, Liverpool

BIRLEY, JANE, Kirkham, Lancs. April 1. Dickson, Kirkham

BRAMSTON, Rev JOHN, B.D., Winchester, late Dean of Winchester. April 2. F. I. & J. C. Warner, Winchester

BYRON, Hon MARY, formerly of Portland place. April 18. Watson & Co, Nottingham

COPPOCK, JOSEPH STOYLE, Manchester, Solicitor. March 25. A. & G. W. Fox, Manchester

DAWSON, ENEAS, Woodlands, Crouch End, Esq. March 15. Leslie & Hardy, Bedford row

FIELDING, SARAH, Siddal, Halifax. Feb 25. Farrar, Bradford

HARE, HENRY, Elms rd, Clapham common, Esq. March 31. Durham, Chancery lane and Kingston on Thames

HENLEY, THOMAS, Smethwick, Staffs, Glass Cutter. March 29. Lowe & Sons, Birmingham

LAWSON, MADELINE, Fulham rd, Brompton. March 30. Pringle & Co, Edinburgh

LINDARS, SOPHIA, Westbourne ter, Paddington. March 18. Stubbs, John st, Bedford row

MATTHEWS, WILLIAM HENRY, Bromley, Kent, Gent. March 20. Head, Reigate, Surrey

MCGRATH, JAMES, Manchester, Decorator. April 1. A & G W Fox, Manchester

RATHDONNELL, ANNE, Baroness, Drumcar, Co Louth, Ireland. March 15. Bucknill, Gray's inn pl, Gray's inn

REYNOLDS, HANNAH ELIZA, Old Ford rd, Tobacco Manufacturer. April 8. Marsden & Wilson, Old Cavendish st

STUBBS, MARY, Blackpool. March 22. Brown & Co, Buxton, Derbyshire

WALTERS, THOMAS, Tenby, Pembroke. March 27. Price, Haverfordwest

WILKINSON, JOSEPH, Clayton, Bradford, Warp Dresser. March 20. Freeman, Bradford

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal, cheap, and expeditious advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Forms and full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUTPCY NOTICES.

London Gazette—FRIDAY, Feb. 21.

RECEIVING ORDERS.

ABABRELTON, ROBERT RELTON DE RELTON, Silver st, Shorthand Writer High Court Pet Feb 17 Ord Feb 17

ABBOTT, DAVID, Old st, City rd, Coffee House Keeper High Court Pet Feb 19 Ord Feb 19

ADAMS, EDWARD JAMES, Acocks Green, Worcestershire, late Optician Birmingham Pet Feb 18 Ord Feb 18

ARDEN, HENRY, Marlborough rd, St John's Wood, Gent High Court Pet Feb 18 Ord Feb 18

BANE, GEORGE MORRIS, Barnsley, Commission Agent Barnsley Pet Feb 17 Ord Feb 17

BEAUMONT, F. P., Exeter, Provision Dealer Exeter Pet Feb 6 Ord Feb 17

BOOTH, HENRY WILLIAM, Brighton, Licensed Victualler Brighton Pet Feb 18 Ord Feb 18

BREAR, ROBINSON, Wilsden, nr Bradford, Commission Agent Bradford Pet Feb 17 Ord Feb 17

BULLOUGH, JABEZ, Bramley, Leeds, Furniture Broker Leeds Pet Feb 19 Ord Feb 19

CARTER, HENRY, Preston, Hosier Preston Pet Feb 18 Ord Feb 18

CLAYTON, WILLIAM, Bradford, Baker Bradford Pet Feb 17 Ord Feb 17

COLBOURNE, CHARLES, Brightlingsea, Essex, Licensed Victualler Colchester Pet Feb 19 Ord Feb 19

CRANSTOUN, JAMES RICHARDSON, Shenton, Leicestershire, Farmer Leicester Pet Feb 18 Ord Feb 18

CROCKER, ISAAC, Clee, Great Grimsby, Fish Curer Great Grimsby Pet Feb 15 Ord Feb 15

DALE, HENRY FRANK, late Strand, Commission Agent High Court Pet Jan 25 Ord Feb 18

DERRHURST, Viscount, Egerton gardens, South Kensington High Court Pet Jan 23 Ord Feb 18

ECKSTEIN, THOMAS KEY, Aston, nr Birmingham, Builder Birmingham Pet Feb 19 Ord Feb 19

FANTHORPE, WILLIAM, Great Grimsby, Oil Merchant's Foreman Great Grimsby Pet Feb 15 Ord Feb 15

FROST, REUBEN HENRY, Colvestone cres, Dalston, Clerk High Court Pet Feb 17 Ord Feb 17

GAMBLE, CHARLOTTE, Nottingham, Dressmaker Nottingham Pet Feb 19 Ord Feb 19

GEORGE, HENRY JAMES, Carburton st, Portland rd, Coffee house keeper High Court Pet Feb 17 Ord Feb 17

GILCHREST, C R, Leadenhall st, Shipowner High Court Pet Nov 23 Ord Jan 31

GOODACRE, JOHN THOMAS ATKINS, Nutbourne, Pulborough, Sussex, Miller Brighton Pet Feb 19 Ord Feb 19

GROOME, GEORGE HENRY, Melton Mowbray, Licensed Victualler Leicester Pet Feb 18 Ord Feb 19

HIGGITT, ALFRED, and WILLIAM MAISEY BLAND, Southwark Bridge rd, Iron Merchants High Court Pet Feb 19 Ord Feb 19

KIRBY, Sir ALFRED, New Cross rd High Court Pet Jan 30 Ord Feb 19

LAVER, JOHN CHARLES, West Derby, Lancs, Book Keeper Liverpool Pet Feb 17 Ord Feb 17

LOWERY, ARCHIBALD ROBERT, and CHARLES LANE, High st, Shoreditch, Shoe Manufacturers High Court Pet Feb 18 Ord Feb 18

MILLWOOD, HENRY JASPER, Mayall rd, Brixton, Boot Manufacturer High Court Pet Feb 19 Ord Feb 19

MONAGHAN, EIVER, Liverpool, Lancashire, Provision Dealer Liverpool Pet Feb 10 Ord Feb 17

NICHOLS, THOMAS, Torquay, Innkeeper Exeter Pet Feb 18 Ord Feb 18

NORMAN, JAMES, Cropstone, Leics, Licensed Victualler Leicester Pet Feb 17 Ord Feb 17

PESTER, EDWIN, Glastonbury, Manager of Corn Mill Wells Pet Feb 18 Ord Feb 18

SMART, JOHN WILLIAM, Bristol, Billiard Table Manufacturer Bristol Pet Feb 17 Ord Feb 17

STONHAM, CHARLES, formerly of Ditton, Kent, Miller Maidstone Pet Feb 15 Ord Feb 15

TAYLOR, GEORGE PROSSER, Balsall Heath, Worcs, Basket Manufacturer Birmingham Pet Feb 19 Ord Feb 19

TAYLOR, WILLIAM EDWIN, Eccles, Lancs, Butcher Salford Pet Feb 18 Ord Feb 18

WARREN, WALTER, Plymouth, Ironmonger East Stonehouse Pet Feb 17 Ord Feb 17

WATSON, JAMES WILLIAM, Gt Yarmouth, Wheelwright Gt Yarmouth Pet Feb 18 Ord Feb 18

WHEELHOUSE, TAYLOR, and JOHN HALL, Bradford, Commission Wool Combers Bradford Pet Feb 18 Ord Feb 18

WILSON, GEORGE, Horsforth, nr Leeds, Commercial Traveller Leeds Pet Feb 18 Ord Feb 18

WOODFORD, FREDERICK, Aylesbury, Butcher Aylesbury Pet Feb 5 Ord Feb 19

The following amended notice is substituted for that published in the London Gazette of Feb. 18.

STEVENSON, GEORGE, Nottingham, late Licensed Victualler Nottingham Pet Feb 14 Ord Feb 14

FIRST MEETINGS.

BARBER, GEORGE ARTHUR, Norwich, late Tin Plate Worker March 1 at 11 Off Rec, 8, King st, Norwich

BEAUMONT, FRANK PERCY, Exeter, Provision Dealer March 3 at 12 Off Rec, 13, Bedford circus, Exeter

BREAR, ROBINSON, Wilsden, nr Bradford, Commission Agent March 3 at 12 Off Rec, 31, Manor row, Bradford

BRETT, ROBERT, Tunbridge Wells, Commercial Traveller March 3 at 12 33, Carey st, Lincoln's inn

BREWILL, CHARLES, Nottingham, Butcher Feb 28 at 11 Off Rec, St Peter's Church walk, Nottingham

BROWN, CLEMENT CHARLES, Pentonville rd, Islington, Builder March 4 at 11 Bankruptcy bldgs, Lincoln's inn

CARTER, WILLIAM THOMAS, Bury St Edmunds, Engineer Feb 28 at 12.15 Off Rec, Ipswich

CHAPLAIN, WILLIAM SMITH, Wolverhampton, Baker March 4 at 11 Off Rec, Wolverhampton

CLARKE, GEORGE, Wiggenhall St Germans, Norfolk, Grocer March 14 at 10 Court House, King's Lynn

CLAYTON, WILLIAM, Bradford, Bread Baker March 3 at 11 Off Rec, 31, Manor row, Bradford

COOKE, WILLIAM, Central Meat Market, Meat Salesman March 7 at 11 33, Carey st, Lincoln's inn

CORLESS, WILLIAM JOHN, and MARY ANN CORLESS, Chorlton upon Medlock, Manchester, Ginger Beer Manufacturers Feb 28 at 2.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester

CRANSTOUN, JAMES RICHARDSON, Shenton, Leicester, Farmer March 3 at 3 Off Rec, 34, Friar lane, Leicester

CROOK, JOHN, Upper Clapton, Draper March 4 at 12 33, Carey st, Lincoln's inn

CURRELL, EDWARD, Winchester, Commercial Traveller March 3 at 3 Off Rec, 4, East st, Southampton

DAVIES, ROBERT JONES, Chester, Manufacturing Confectioner March 4 at 2.30 Off Rec, Crypt chmbers, Chester

DAY, ELIZABETH ADELAIDE WISEMAN, Hythe, Kent, Spinster March 7 at 10.30 Off Rec, 5, Castle st, Canterbury

ELMES, FREDERICK LONSDALE, Stanford rd, New Southgate, Clerk Feb 28 at 10.30 George Annesley, Solicitor, Verulam rd, St Alban's

FAWCETT, JOHN, Middlesborough, Clerk Feb 28 at 11 Off Rec, 8, Albert rd, Middlesborough

FORSDICK, HARRY DANIEL, Great Yarmouth, Licensed Victualler March 1 at 12 Off Rec, 8, King st, Norwich

GWILLIAM, EDWIN, Cheltenham, Grocer March 1 at 3.30 County Court bldngs, Cheltenham

HALL, ELIZA, Seymour pl, Bryanston sq, Lodging house Keeper March 5 at 12 33, Carey st, Lincoln's inn fields

HARRIS, CHARLES HENRY, Marston Magna, Somerset, Dealer March 1 at 11 Off Rec, Salisbury

HARRIS and OBERMULLER, Gutter lane, Paper Merchants March 5 at 11 33, Carey st, Lincoln's inn fields

HERBERT, JAMES, Sydenham, Kent, Draper Feb 28 at 12 119, Victoria st, Westminster

HILL, CHARLES, Stoney st, Borough Market, Potato Merchant March 6 at 11 33, Carey st, Lincoln's inn fields

HOLLAND, HENRY WILLIAM, King's Lynn, Plumber March 1 at 1.15 Off Rec, 8, King st, Norwich

JARDINE, EMILY MARY, Washfield Rectory, nr Tiverton, Devon, Widow Feb 28 at 3 The Castle, Exeter

KNIGHT, FANNY, Longton, Staffs, Beerhouse Keeper March 3 at 4 Off Rec, Newcastle under Lyme

LOTT, ARTHUR, Seven Sisters rd, Provision Dealer March 5 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

MONAGHAN, EIVER, Liverpool, Provision Dealer March 3 at 12 Off Rec, 35, Victoria st, Liverpool

NICHOLS, THOMAS, Torquay, Innkeeper March 3 at 12 Off Rec, 13, Bedford circus, Exeter

NORMAN, JAMES, Cropstone, Leics, Licensed Victualler March 3 at 12.30 Off Rec, 34, Friar lane, Leicester

RAWKINS, THOMAS GEORGE, Forest st, Forest Gate, Essex, Brickmaker's Assistant March 5 at 2.30 33, Carey st, Lincoln's inn

RUSSELL, GEORGE, Kirbymoorside, Yorks, Agricultural Engineer Feb 28 at 11 Off Rec, 8, Albert rd, Middlesborough

SADLER, THOMAS, New Malton, Yorks, Innkeeper Feb 28 at 11.30 74, Newborough st, Scarborough

SMITH, RALPH READMAN, Pellatt grove, Wood green, Woollen Merchant March 1 at 11 33, Carey st, Lincoln's inn

STEVENSON, GEORGE, Nottingham, late Licensed Victualler March 1 at 11 Off Rec, St Peter's Church Walk, Nottingham

STONHAM, CHARLES, formerly of Ditton, Kent, Miller March 21 at 12 Off Rec, Week st, Maidstone

TALEYRAC, ARSENE, Harrow on the Hill, Gardener Feb 28 at 11 Annesley, Solicitor, Verulam rd, St Albans

TURNBULL, JAMES, Cookstead, Northumberland, Farmer March 4 at 2.30 Off Rec, Pink lane, Newcastle on Tyne

VINCENT, WILLIAM ALBERT, Birmingham, Surgeon Dentist March 3 at 11 23, Colmore row, Birmingham

WATSON, JAMES WILLIAM, Gt Yarmouth, Wheelwright March 1 at 11.30 Off Rec, 8, King st, Norwich

WEST, ALBERT WALTER, Southsea, Grocer March 10 at 3.30 166, Queen st, Portsea

WHEELHOUSE, TAYLOR, and JOHN HALL, Bradford, Commission Wool Combers March 6 at 11 Off Rec, 31, Manor row, Bradford

WILSON, RICHARD NATHANIEL, Castle Donington, Leicester, Schoolmaster Feb 28 at 12.30 Off Rec, 34, Friar lane, Leicester

WILSON, ALFRED THOMAS, Rickmansworth, Herts, Builder Feb 28 at 11.30 Geo Annesley, Solicitor, Verulam rd, St Albans

ADJUDICATIONS.

ABBOTT, DAVID, Old st, City rd, Coffee House Keeper High Court Pet Feb 19 Ord Feb 19

BANE, GEORGE MORRIS, Barnsley, Commission Agent Barnsley Pet Feb 17 Ord Feb 17

BLANTERN, HENRY, Tryddyn, nr Mold, Flints, Grocer Chester Pet Feb 6 Ord Feb 17

BREAR, ROBINSON, Wilsden, nr Bradford, Commission Agent Bradford Pet Feb 17 Ord Feb 17

BREWILL, CHARLES, Nottingham, Butcher Nottingham Pet Feb 15 Ord Feb 18

BULLOUGH, JABEZ, Bramley, Leeds, Furniture Broker Leeds Pet Feb 19 Ord Feb 19

BURSILL, CHARLES JOHN, Iverson rd, Kilburn, Builder High Court Pet Jan 20 Ord Feb 18

CARTER, HENRY, Preston, Hosier Preston Pet Feb 18 Ord Feb 18

CLARE, ANN, Cheltenham, Hay Dealer Cheltenham Pet Feb 5 Ord Feb 19

CLAYTON, WILLIAM, Bradford, Bread Baker Bradford Pet Feb 17 Ord Feb 17

CORLESS, WILLIAM JOHN, and MARY ANN CORLESS, Chorlton upon Medlock, Manchester, Ginger Beer Manufacturers Manchester Pet Feb 13 Ord Feb 15

CROCKER, ISAAC, Clee, Gt Grimsby, Fish Curer Gt Grimsby Pet Feb 15 Ord Feb 15

FANTHORPE, WILLIAM, Gt Grimsby, Oil Merchant's Foreman Gt Grimsby Pet Feb 15 Ord Feb 15

FROST, REUBEN HENRY, Colverstone crescent, Dalston, Clerk High Court Pet Feb 17 Ord Feb 17

GAMBLE, CHARLOTTE, Nottingham, Dressmaker Nottingham Pet Feb 19 Ord Feb 19

GEORGE, HENRY JAMES, Carburton st, Portland rd, Coffee House Keeper High Court Pet Feb 17 Ord Feb 17

GROOME, GEORGE HENRY, Melton Mowbray, Licensed Victualler Leicester Pet Feb 18 Ord Feb 19

HOUGHTON, HARRIET, Sloane terce, Chelsea, Widow High Court Pet Feb 13 Ord Feb 17

LAMBERT, GEORGE, Wolverhampton, General Agent Wolverhampton Pet Feb 15 Ord Feb 18

MONAGHAN, EIVER, Liverpool, Provision Dealer Liverpool Pet Feb 10 Ord Feb 18

MUNRO, EMILY WESTLAKE, Scarborough, Widow Scarborough Pet Dec 9 Ord Feb 17

NICHOLS, THOMAS, Torquay, Innkeeper Exeter Pet Feb 18 Ord Feb 18

NORMAN, JAMES, Cropstone, Leics, Licensed Victualler Leicester Pet Feb 15 Ord Feb 17

POOLES, FREDERICK SAMUEL, Bishopsgate st Within, Merchant High Court Pet Jan 15 Ord Feb 19

PUTMAN, GEORGE JOHN, St Denys, Southampton, Baker Southampton Pet Dec 7 Ord Feb 18

RAWKINS, THOMAS GEORGE, Forest st, Forest gate, Essex, Brickmaker's Assistant High Court Pet Dec 20 Ord Feb 19

SPENCER, ALFRED, Harpurhey, Manchester, Bleacher Manchester Pet Feb 3 Ord Feb 15

STEVENSON, GEORGE, Nottingham, late Licensed Victualler Nottingham Pet Feb 14 Ord Feb 17

TAYLOR, WILLIAM EDWIN, Eccles, Lancs, Butcher Salford Pet Feb 18 Ord Feb 18

THRIFT, GEORGE, Tunbridge Wells, Grocer Tunbridge Wells Pet Feb 15 Ord Feb 19

WARREN, WALTER, Plymouth, Ironmonger East Stonehouse Pet Feb 17 Ord Feb 18

WATSON, JAMES WILLIAM, Gt Yarmouth, Wheelwright Gt Yarmouth Pet Feb 18 Ord Feb 18

WILSON, GEORGE, Horsforth, nr Leeds, Commercial Traveller Leeds Pet Feb 18 Ord Feb 18

WILSON, RICHARD NATHANIEL, Castle Donington, Leices, Schoolmaster Leicester Pet Feb 17 Ord Feb 17

London Gazette.—TUESDAY, Feb. 25.

RECEIVING ORDERS.

AITKEN, JOHN, Chorlton on Medlock, Manchester, Draper Manchester Pet Jan 17 Ord Feb 20

ALDRIDGE, THOMAS, Lewisham, Kent, Builder Greenwich Pet Jan 24 Ord Feb 18

BULMER, JOSEPH, Hunslet, Leeds, General Shopkeeper Leeds Pet Feb 22 Ord Feb 22

BURMAN, GEORGE ALFRED, Brackley, Northampton, Grocer Banbury Pet Feb 22 Ord Feb 22

BURT, ISAAC, New Clee, Gt Grimsby, Grocer Great Grimsby Pet Feb 19 Ord Feb 19

DENBY, WILLIAM, Burley in Wharfedale, Yorks, Cab Proprietor Leeds Pet Feb 21 Ord Feb 21

FIELD, JAMES, Scothill, nr Dewsbury, Rag Merchant Dewsbury Pet Feb 20 Ord Feb 20

GILLETT, THOMAS SUMNER, Preston, Tailor's Assistant Preston Pet Feb 21 Ord Feb 21

GOMERSALL, ALBERT, Morley, Yorks, Newsagent Dewsbury Pet Feb 20 Ord Feb 20

HORLOCK, S., Manor Park, Essex, Builder High Court Pet Jan 24 Ord Feb 21

IRELAND, OSMUND, Bromley, Kent, Baker Tunbridge Wells Pet Feb 20 Ord Feb 20

KILLINGBACK, CHARLES, James st, Camden Town, Contractor High Court Pet Feb 20 Ord Feb 20

LOWE, ERNEST EDWARD, Stourbridge, Worcs, Oilman Stourbridge Pet Feb 17 Ord Feb 17

MACKAY, JAMES JOHN, Queen Victoria st, Newspaper Proprietor High Court Pet Feb 6 Ord Feb 22

MORRIS, WILLIAM, Carmarthen, Cabinet Maker Carmarthen Pet Feb 18 Ord Feb 18

NUTTER, PETER SAMUEL, and EDWARD YATES, Cheetwood, Manchester, Pickle Manufacturers Manchester Pet Jan 22 Ord Feb 20

PHILLIPS, JOHN, Illogan, Cornwall, Grocer Truro Pet Feb 21 Ord Feb 21

RICKETT, FREDERICK THOMAS, The Grange, nr Ilkeston, Oreston, Notts, Farmer Nottingham Pet Feb 20 Ord Feb 20

SANDERSON, JAMES, Caistor, Lincs, Plumber Great Grimsby Pet Feb 19 Ord Feb 20

SCHNEIDER, ANTON, JOSEPH, King st, Hammersmith, Baker High Court Pet Jan 23 Ord Feb 20

SMITH, CHARLES, Sparkbrook, nr Birmingham, Grocer Birmingham Pet Feb 20 Ord Feb 20

SNELLING, JAMES, Pontypridd, Glam, Builder Pontypridd Pet Feb 7 Ord Feb 22
SUTTON, Hon. JOHN MANNERS, Queensberry pl, South Kensington, Gent High Court Pet Jan 28 Ord Feb 20
WILDERSPIN, CHARLES, Swavesey, Cambs, Builder Peterborough Pet Jan 10 Ord Feb 22
WOOLLEY, WILLIAM JOHN, Commercial rd, Tobacconist High Court Pet Feb 4 Ord Feb 20
WORMALD, HARRY, Leeds, Engineer Leeds Pet Feb 18 Ord Feb 20
WRIGHT, ALFRED, Burnley, Labourer Burnley Pet Feb 21 Ord Feb 21
YEWDALL, ARTHUR COOPER, Bradford, Dyer Bradford Pet Feb 5 Ord Feb 21

The following amended notice is substituted for that published in the London Gazette of Feb. 18.

DAYMAN, THOMAS, Leicester, Grocer Leicester Pet Feb 13 Ord Feb 13

FIRST MEETINGS.

AUSTIN, HENRY WILLIAM, late Aston, nr Birmingham, Drysalter March 5 at 11 25, Colmore row, Birmingham
BOOTH, HENRY WILLIAM, Brighton, Licensed Victualler March 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton
BARTON, JONATHAN BOWEN, Wainfleet, All Saints, Lincs, Butcher March 6 at 12.15 Off Rec, 48, High st, Boston
CARTER, HENRY, Preston, Hatter March 7 at 2 Off Rec, 14, Chapel st, Preston
CARROTT, CHARLES, Sutterton, Lincs, Blacksmith March 6 at 12.15 Off Rec, 48, High st, Boston
CHILD, SIDNEY PERCY, Brighton, Portmanteau Dealer March 4 at 12 Off Rec, 4, Pavilion bldgs, Brighton
COLBOURNE, CHARLES, Brightlingsea, Essex, Licensed Victualler March 4 at 11 Townhall, Colchester
COLLIER, JOHN TRAVIS, Devonshire sq, General Importer March 11 at 2.30 Bankruptcy bldgs, Lincoln's inn
CORY, HENRY, Lonsdale sq, Barnsbury, Solicitor March 7 at 12 33, Carey st, Lincoln's inn
CRAVEN, GEORGE BEAUMONT, Higher Tranmere, Birkenhead, Clerk March 12 at 2.30 Off Rec, 35, Victoria st, Liverpool
DANCE, GEORGE, Winchcomb, Glos, Beerhouse keeper March 4 at 3.30 County Court bldgs, Cheltenham
FANTHORPE, WILLIAM, Gt Grimsby, Oil Merchant's Foreman March 4 at 11 Off Rec, 3, Haven st, Gt Grimsby
GAMBLE, CHARLOTTE, Nottingham, Dressmaker March 4 at 11 Off Rec, St Peter's Church Walk, Nottingham
GRAY, THOMAS MAY, Weelsby, Lincs, Fish Merchant March 4 at 11.30 Off Rec, 3, Haven st, Great Grimsby
GROOME, GEORGE HENRY, Melton Mowbray, Licensed Victualler March 4 at 12.30 Off Rec, 34, Friar lane, Leicester
HARRIS, ARTHUR ROBINSON, Bloxwich, Staffs, Grocer March 6 at 11.15 Off Rec, Walsall
KNIGHTSBRIDGE, JAMES, Romford, Essex, Pork Butcher March 4 at 1.30 Shirehall, Chelmsford
LENTON, WILLIAM, Shefford, Beds, late Straw Plait Dealer March 6 at 11 Off Rec, Luton
LOWE, THOMAS, Kingston upon Hull, Hay Dealer March 6 at 11 Off Rec, Trinity House lane, Hull
MACDONALD, EWEN, Cheltenham, Chemist March 4 at 4.15 County Court bldgs, Cheltenham
MARTIN, WILLIAM, Butterwick, Lincs, Baker's Assistant March 6 at 12.30 Off Rec, 48, High st, Boston
MORRIS, WILLIAM, Carmarthen, Cabinet Maker March 5 at 11 Off Rec, 11, Quay st, Carmarthen
NUTHALL, GEORGE, Gray's inn rd, Builder March 6 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
PESTER, EDWIN, Glastonbury, Manager of Corn Mill March 12 at 1 Off Rec, Bank chbrs, Bristol
PHILLIPS, JOHN, Illogan, Cornwall, Grocer March 5 at 12 Off Rec, Boscawen st, Truro
POLYZOIDES, THEMISTOCLES ANASTASE, London st, Merchant March 6 at 2.30 33, Carey st, Lincoln's inn
RATCLIFF, WILLIAM, Chelmsford, Butcher March 4 at 1.45 Shirehall, Chelmsford
SADLER, WILLIAM HOLLAND, Haslemere, Surrey, Commercial Traveller March 6 at 2.15 Borough and County hall, Guildford
SMART, JOHN WILLIAM, Bristol, Billiard Table Manufacturer March 12 at 12.30 Off Rec, Bank chbrs, Bristol
SMITH, MORGAN, Hopkins Town, nr Pontypridd, Glam, Butcher March 4 at 12 Off Rec, Merthyr Tydfil
SWANN, WILLIAM, Sancroft st, Kennington Cross, Butcher March 7 at 2.30 33, Carey st, Lincoln's inn fields
TAYLOR, WILLIAM EDWIN, Eccles, Lancs, Butcher March 6 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
WALTON, GEORGE, Gt Grimsby, Fishcurer March 4 at 1 Off Rec, 3, Haven st, Gt Grimsby
WARREN, WALTER, Plymouth, Ironmonger March 4 at 11 10, Athenæum ter, Plymouth
WATTS, J. W., Klea avenue, Clapham common, Builder March 4 at 3 119, Victoria st, Westminster
WEBSTER, ARTHUR, Thoresway, Lincs, Farmer March 4 at 12 Off Rec, 3, Haven st, Gt Grimsby
WHEELER, EDWARD, Deptford, Kent, Picture Frame Maker March 6 at 3 119, Victoria st, Westminster
WILSON, GEORGE, Horsforth, nr Leeds, Commercial Traveller March 4 at 11 Off Rec, 22, Park row, Leeds
WOULDS, COLLINSON POUCHER, Walcot, Lincs, Farmer March 6 at 12.30 Off Rec, 48, High st, Boston

ADJUDICATIONS.

ADAMS, EDWARD JAMES, Acock's Green, Worces, late Optician Birmingham Pet Feb 18 Ord Feb 20
BARBER, GEORGE ARTHUR, Norwich, late Tin Plate Worker Great Yarmouth Pet Feb 14 Ord Feb 20
BECKINGTON, WILLIAM, Maygrove rd, Kilburn, Florist High Court Pet Jan 8 Ord Feb 22
BEESTON, SAMUEL, Fortess rd, Kentish Town, Draper's Assistant High Court Pet Feb 10 Ord Feb 22
BOOTH, HENRY WILLIAM, Brighton, Licensed Victualler Brighton Pet Feb 17 Ord Feb 22
BULMER, JOSEPH, Hunslet, Leeds, General Shopkeeper Leeds Pet Feb 22 Ord Feb 22
BURT, ISAAC, New Clee, Gt Grimsby, Grocer Great Grimsby Pet Feb 19 Ord Feb 19
COLBOURNE, CHARLES, Brightlingsea, Essex, Licensed Victualler Colchester Pet Feb 19 Ord Feb 20
COOK, WILLIAM, Central Meat Market, Meat Salesman High Court Pet Jan 21 Ord Feb 22
DENBY, WILLIAM, Burley in Wharfdale, Yorks, Cab Proprietor Leeds Pet Feb 21 Ord Feb 21
EARNSHAW, WILLIAM, Dewsbury, Licensed Victualler Dewsbury Pet Feb 3 Ord Feb 21
FIELD, JAMES, Soothill, nr Dewsbury, Rag Merchant Dewsbury Pet Feb 20 Ord Feb 20
GAYNER, WALTER, Bath, Grocer Bath Pet Feb 5 Ord Feb 21
GILLETT, THOMAS SUMNER, Preston, Tailor's Assistant Preston Pet Feb 21 Ord Feb 21
GOMERSALL, ALBERT, Morley, Yorks, News Agent Dewsbury Pet Feb 20 Ord Feb 20
GRIFFIN, BEVERLEY, Queen Victoria st, Civil Engineer High Court Pet Dec 16 Ord Feb 20
GROBECKER, H. W. O., Abchurch yd, Cannon st, Financial Agent High Court Pet Dec 23 Ord Feb 20
GWILLIAM, EDWIN, Cheltenham, Grocer Cheltenham Pet Feb 12 Ord Feb 20
HARRIS, CHARLES HENRY, Marston Magna, Somerset, Dealer Yeovil Pet Feb 15 Ord Feb 21
HOLLAND, HENRY WILLIAM, King's Lynn, Plumber King's Lynn Pet Jan 28 Ord Feb 20
KILLINGBACK, CHARLES, James st, Camden Town, Contractor High Court Pet Feb 20 Ord Feb 20
LOWE, ERNEST EDWARD, Stourbridge, Worces, Oilman Stourbridge Pet Feb 17 Ord Feb 19
MACDONALD, EWEN, Cheltenham, Chemist Cheltenham Pet Feb 13 Ord Feb 21
MORRIS, WILLIAM, Carmarthen, Cabinet Maker Carmarthen Pet Feb 18 Ord Feb 18
PHILLIPS, JOHN, Illogan, Cornwall, Grocer Truro Pet Feb 20 Ord Feb 21
RICKETT, FREDERIC THOMAS, The Grange, nr Elton, Orston, Notts, Farmer Nottingham Pet Feb 20 Ord Feb 20
RILEY, CHARLES, late of West Bromwich, Farmer West Bromwich Pet Jan 20 Ord Feb 21
SANDERSON, JAMES, Caistor, Lincs, Plumber Great Grimsby Pet Feb 19 Ord Feb 19
SMITH, RALPH READMAN, late Lawrence lane, Cheapside, Woollen Merchant High Court Pet Feb 6 Ord Feb 21
SPENCER, GEORGE, Bristol, Furniture Dealer Bristol Pet Feb 10 Ord Feb 20
TAYLOR, GEORGE PROSSER, Balsall Heath, Worcs, Basket Manufacturer Birmingham Pet Feb 19 Ord Feb 19
TURNBULL, JAMES, Cookstead, Northumberland, Farmer Newcastle on Tyne Pet Jan 23 Ord Feb 20
WALDEN, WALTER JOB, Corscombe, Dorset, late Innkeeper Yeovil Pet Feb 14 Ord Feb 21
WOODFORD, FREDERICK, Aylesbury, Butcher Aylesbury Pet Feb 5 Ord Feb 21
WOOLLEY, WILLIAM JOHN, Commercial rd, Tobacconist High Court Pet Feb 4 Ord Feb 22
WORMALD, HARRY, Leeds, Engineer Leeds Pet Feb 18 Ord Feb 20

SALES OF ENSUING WEEK.

March 3.—Messrs. VENTOM, BULL, & COOPER, at the Mart, E.C., at 2 o'clock, Absolute Reversion (see advertisement, Feb 22, p. 4).
March 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2, Freehold Property, Legacies, and Absolute Reversions (see advertisement, this week, p. 291).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

KEBBELL.—Feb. 25, at Woodford Wells, Essex, the wife of George Kebbell, Solicitor, of a daughter.
WOOD.—Feb. 20, at Brighton Point, Auckland, New Zealand, the wife of Thomas Wood, Barrister-at-Law, of Lincoln's-inn, of a son.

DEATHS.

FLEMING.—Feb. 25, at Newcastle-on-Tyne, John Fleming, Solicitor, aged 82.
LYUS.—Feb. 20, at Diss, George Lyus, Solicitor, aged 78.

The Subscription to the SOLICITORS' JOURNAL *is —Town,* 26*s.; Country,* 28*s.; with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth,* 2*s.* 6*d., half law calf,* **5s. 6d.**

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All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

THE LAW GUARANTEE & TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL, £1,000,000. PAID-UP CAPITAL, £100,000.

HEAD OFFICE: 9, Serle-street, Lincoln's-inn, London. General Manager and Secretary, THOS. R. RONALD.

TRUSTEES:

The Hon. BARON POLLOCK.
The Hon. Mr. JUSTICE KAY.
The Hon. Mr. JUSTICE DAY.
The Hon. Mr. JUSTICE GRANTHAM.

OBJECTS OF THE SOCIETY:

I.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers, Travellers, and others; also Bonds on behalf of Trustees in Bankruptcy, Liquidators and Receivers under the High Court, and all persons holding Government appointments, where required; and
A.—LUNACY COMMITTEES' BONDS granted.
B.—ADMINISTRATION BONDS entered into at moderate rates.
II.—ADMIRALTY BAIL BONDS granted.
III.—MORTGAGE INSURANCES effected.
IV.—DEBENTURES and BANK DEPOSITS insured.
V.—TRUSTEES FOR DEBENTURES, &c. The Society acts as Trustee for Debenture and other Loans.
VI.—TRUSTEESHIP. The Society is also prepared to be appointed Trustee either in existing Trusts or in those to be hereafter created.
(*See special Prospectus.*)
VII.—TITLES GUARANTEED (against defect in same).
VIII.—CONTRACTS GUARANTEED (as to due performance)

For further particulars apply to the Head Office, as above, or to any of the Branches:—

CITY: 9, St. Mildred's-court, Poultry, E.C. MANCHESTER: 51, King-street. LIVERPOOL: 6, York-buildings, 14, Dale-street. BIRMINGHAM: 104, Colmore-row. BRISTOL: 31, Clare-street. EDINBURGH: 53, George-street. GLASGOW: 18, Royal Exchange-square.